Voices College-Bound Language Academies

Special Board Meeting

Special Board Meeting

Date and Time

Tuesday April 22, 2025 at 3:00 PM PDT

Location

6840 Via del Oro, Ste. 205 San Jose, CA. 95119
1381 South First St, San Jose, CA. 95110
2675 Middlefield Road, Suite A, Palo Alto, CA. 94306
4313 Miranda Ave., Palo Alto, CA. 94306
225 W. Santa Clara Street, Suite 1500, San Jose, CA. 95113
16 Elston Court, San Carlos, CA. 94070
16990 Barnell Ave., Apt A, Morgan Hill, CA. 95037
40 Henderson, Palo Alto Ca.
2803 S. Norton Ave. LA, CA. 90018
715 Hellyer Ave., San Jose, CA. 95111
14271 Story Rd., San Jose, CA. 95127
201 28th St., Richmond, CA. 94804
321 E. Weber St., Stockton, CA. 95202
16505 Monterey Rd, Morgan Hill, CA. 95037

Instructions For Presentations To The Board By Parents and Citizens

PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD

At this time, members of the public may address the Board on any issue within the subject matter jurisdiction of the Board that is not listed on this agenda. Members of the public may also address the Board on an agenda item before or during the Board's consideration of the item. Submitted comments may be read into the record to the extent practicable based on factors such as the length of the agenda and available time. Comments received within the window of the board meeting, whether read or not, will be shared with the board and noted in the minutes.
Individual commenters are limited to a single comment per agenda item.
Public comments will be accepted prior to, and during the board meeting, subject to limitations discussed here.
Comments may be read in the order received and will be accepted until each agenda item is heard, acted upon, or the Board President has completed the call for public comment on that agenda item.
Comments submitted during the board meeting but after the agenda item has been called for a vote or has already been completed will not be read publicly but may be entered into the record.
Comments should be 400 words or less and readable within the time allocated for each comment. These presentations are limited to no more than 15 minutes total and 3 minutes per person. A full comment may not be read if the length of time to read it exceeds the designated limit. No action can be taken on an item, not on the agenda at this time but may be referred to the administration or put on a future agenda.

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1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
2. Any public records relating to an agenda item for an open session of the Board that are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 6840 Via Del Oro, Suite #160, San Jose, CA 95119.
3. REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY: Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting Felipe Deguer at (510 974-3683)
4. All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The executive director recommends approval of all consent items.
5. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.
6. All time durations are estimates and may run shorter or longer.

Note:
SPANISH TRANSLATION: If you need Spanish audio translation in order to access the Voices Board meeting, please send a request to info@voicescharterschool.com or call Felipe Deguer at (510) 974-3683 at least 24 hours before the start of the meeting. If you would like to make a public comment in Spanish and would like us to translate to English for the Board, please send a request to credentials@voicescharterschool.com or call Felipe Deguer at (510) 974-3683 at least 24 hours before the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Voices, envíe una solicitud a info@voicescharterschool.com o llame a Felipe Deguer al (510) 974-3683 por lo menos 24 horas antes del inicio de la reunión. Si desea hacer un comentario público en español y desea que lo traduzcamos al inglés para la Mesa Directiva, envíe una solicitud a info@voicescharterschool.com o llame a Felipe Deguer al (510) 974-3683 por lo menos 24 horas antes del inicio de la reunión.

Agenda

		Purpose	Presenter
I.	**Opening Items**		
	A. Record Attendance		Felipe Deguer
	B. Call the Meeting to Order		Kim Wisckol
	C. Public Comments		Felipe Deguer
II.	**Approval of resolution and ratification of execution.**		
	Approval of resolution authorizing the purchase of 2354 Andrade Ave, Richmond, CA, and ratification of execution of purchase and sale agreement.		
III.	**Approval of reimbursement resolution.**		
	Approval of reimbursement resolution providing for future reimbursement of costs to finance and/or refinance the acquisition, construction, installation, expansion, remodeling, renovation, rehabilitation, improvement, furnishing and/or equipping of the charter school educational facilities located at 2354 Andrade Ave, Richmond, CA 94804.		
IV.	**Closing Items**		
	A. Adjourn Meeting	Vote	Kim Wisckol

Coversheet

Adjourn Meeting

Section: IV. Closing Items
Item: A. Adjourn Meeting
Purpose: Vote
Submitted by:
Related Material:
Board_Resolution_Purchase_of_Real_Property__4918-7591-3260.v1_.docx.pdf
Reimbursement_Resolution_-_VCBLA__4934-6946-8982.v1_.doc.pdf
Purchase_and_Sale_Agreement_for_2354_Andrade_Ave.pdf

VOICES COLLEGE-BOUND LANGUAGE ACADEMY

RESOLUTION AUTHORIZING PURCHASE OF REAL PROPERTY

WHEREAS, Voices College-Bound Language Academy ("Voices") is a California nonprofit public benefit corporation operating Voices College-Bound Language Academy at West Contra Costa County, in Contra Costa County, California; and

WHEREAS, Voices identified that certain real property at 2354 Andrade Ave, Richmond, CA 94804, (the "Real Property") as for sale; and

WHEREAS, despite many years of effort, Voices has to date not been successful in finding affordable real property for the purpose of developing and constructing charter school facilities within the West Contra Costa Unified School District; and

WHEREAS, Voices needs additional space to accommodate its educational program, especially given its significant wait list; and

WHEREAS, Voices believes that Real Property could provide an opportunity initially for Voices to accommodate its Transitional Kindergarten and Kindergarten programs, or potentially its middle school grades, with potential for additional development; and

WHEREAS, the owner of the Real Property has indicated that they are in support of Voices' mission as well as the community served by Voices and wish to sell the Real Property to Voices even though they received additional offers to purchase the Real Property from other potential buyers; and

WHEREAS, Voices has determined that the Real Property will be in high demand even if Voices is not able to develop the Real Property for its educational program, and as such the risk in the investment of funds in the Real Property is minimized; and

WHEREAS, the owner of the Real Property has agreed to sell the Real Property to Voices for the purchase price of one million eight hundred and fifty thousand dollars ($1,850,000); and

WHEREAS, the Board of Directors of Voices has determined that its students and educational program will not be negatively impacted by the use of Voices funds to purchase the Real Property; and

WHEREAS, the Board of Directors of Voices deems it desirable and in the best interests of the corporation to acquire the Real Property.

THEREFORE, IT IS RESOLVED that the Board of Directors authorizes the purchase of the Real Property for a purchase price of $1,850,000 upon such terms as

the Executive Director, in his discretion, may deem advisable and ratifies the previous execution of the purchase and sale agreement for the Real Property by the Executive Director.

RESOLVED FURTHER that the Executive Director is hereby authorized, directed and empowered to execute, for and on behalf of this corporation and in its name, any and all documents required in connection with the purchase of the Real Property, including but not limited to purchase agreements and escrow documents.

RESOLVED FURTHER that the officers of this corporation are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.

PASSED AND ADOPTED by the Board of Directors at a regular meeting held on April 16, 2025, by the following vote:

Ayes:

Nos:

Abstentions:

_____ _____

[insert name], President Date

* * * *

CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary of Voices College-Bound Language Academy, a California nonprofit public benefit corporation; that this resolution is true and correct as written and was duly adopted by the Board of Directors at a regular meeting held on April 16, 2025.

_____

[insert name], Secretary

4918-7591-3260, v. 1

RESOLUTION OF THE BOARD OF DIRECTORS OF VOICES COLLEGE-BOUND LANGUAGE ACADEMY

AUTHORIZING ACTIONS IN PURSUIT OF FINANCING FOR PUBLIC CHARTER SCHOOL PROJECTS AND DECLARING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM PROCEEDS OF INDEBTEDNESS

WHEREAS, Voices College-Bound Language Academy, a nonprofit public benefit corporation organized and existing under the laws of the State of California for itself (for purposes of this resolution and the Treasury Regulations referenced herein, the "Corporation"), intends to acquire, construct, improve and equip public charter school facilities, as described in Appendix A attached hereto (the "Project");

WHEREAS, the Corporation or a limited liability company or nonprofit public benefit corporation in which the Corporation is the sole member (for purposes of this resolution and the Treasury Regulations either entity referenced herein, the "Borrower") expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the Project prior to the issuance of indebtedness on behalf of the Borrower for the purpose of financing costs associated with the Project on a longterm basis;

WHEREAS, the Borrower expects it will be necessary to employ attorneys and consultants and to incur costs and expenses in preparing the proceedings for the issuance of said indebtedness on behalf of the Borrower, and in connection with the acquisition and construction of the Project and the lease thereof to charter school tenants;

WHEREAS, the Borrower reasonably expects that debt obligations in an amount not expected to exceed $20,000,000 will be issued on behalf of the Borrower in order to finance the Project, and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, Section 1.150-2 of the regulations promulgated by the United States Department of the Treasury (the "Treasury Regulations") requires the Borrower to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent borrowing, if such proceeds are to be deemed spent upon the reimbursement allocation, for purposes of federal tax law;

NOW, THEREFORE, the Board of Directors of the Corporation hereby finds, determines, resolves and declares:

Section 1. The Board of Directors hereby finds and determines that the above recitals are true.

Section 2. For purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations, the Board of Directors hereby declares its official intent to use proceeds of indebtedness to reimburse the Borrower for Reimbursement Expenditures. This declaration does not bind the Borrower to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 3. The officers, employees and agents of the Borrower, including the financing team assembled for the purpose, are hereby authorized and directed to prepare proceedings culminating in the authorization, sale and issuance of a series of bonds and the loan of proceeds to the Borrower, and to do any and all things which they may deem necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of this Resolution, provided that this Board shall be presented with and shall approve the financing documents prepared for the purpose.

Section 4. The Corporation hereby authorizes the payment of any expenses incurred in connection with the preparation of proceedings for the issuance of said indebtedness on behalf of the Borrower and the lease of the Project, including legal and financial consulting expenses.

Section 5. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the Board of Directors of Voices College-Bound Language Academy this _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATE: _____

_____
Chair, Board of Directors

ATTEST:

_____
Secretary

APPENDIX A

(Project Description)

Finance and/or refinance the acquisition, construction, installation, expansion, remodeling, renovation, rehabilitation, improvement, furnishing and/or equipping of the charter school educational facilities located at 2354 Andrade Ave, Richmond, CA 94804.

4934-6946-8982, v. 1

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This **PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS** ("**Agreement**") is made by and between **IAFCJ DEL GRAN YO SOY**, a California nonprofit religious corporation ("**Seller**"), and **VOICES COLLEGE-BOUND LANGUAGE ACADEMIES,** a California nonprofit public benefit corporation or assignee ("**Buyer**"). This Agreement shall be effective on the "**Effective Date**," which is the date on which the last person signing this Agreement shall have signed this Agreement.

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Seller is the owner of that certain real property located in the City of Richmond, County of Contra Costa, State of California commonly known as 2354 Andrade Avenue, having been designated Contra Costa County APN 528-080-008-6, and as described in the legal description attached hereto as **Exhibit "A"** (the "**Real Property**").

B. Buyer desires to purchase the "**Property"** (as defined in Section 1.2 below) from Seller and Seller desires to sell the Property to Buyer, upon the terms and conditions stated in this Agreement.

C. In order to effectuate the foregoing, Seller and Buyer desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein contained and other valuable consideration, the parties agree as follows:

1. SALE AND PURCHASE; TITLE COMPANY.

1.1 General. Subject to the terms, covenants and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of the Property.

1.2 The Property. As used in this Agreement, the term "**Property**" includes all of Seller's right, title and interest in the Real Property and all of the items referred to in Subsections 1.2.1 through 1.2.2.

1.2.1 Rights and Privileges. All of Seller's right, title and interest, if any, in and to all rights, privileges, tenements, hereditaments, rights-of-way, easements, appurtenances, mineral rights, development rights, air rights and riparian or littoral rights belonging or appertaining to the Real Property.

1.2.2 Permits. All of Seller's right, title and interest, if any, in and to all licenses, permits and approvals affecting or pertaining to the Property which, if assignable, are to be assigned to Buyer at the Closing.

1.3 Title Company. The purchase and sale of the Property shall be accomplished

through an escrow which Seller has established or will establish within two (2) business days after the Effective Date with Chicago Title (the "**Title Company**") at 725 S. Figueroa Street Suite 200, Los Angeles, CA 90017, attn: Sharon Yarber (Sharon.Yarber@ctt.com).

2. PAYMENT OF PURCHASE PRICE.

2.1 Amount. The total purchase price (the "**Purchase Price**") to be paid by Buyer to Seller for the Property is and shall be One Million, Eight-Hundred and Fifty Thousand and 00/100 Dollars ($1,850,000.00).

2.2 Terms of Payment. Buyer shall pay the Purchase Price to Seller as follows:

2.2.1 Deposit. Within two (2) business days after the Effective Date, and as a condition precedent to the effectiveness of this Agreement, Buyer shall deposit in escrow with the Title Company, by wire transfer or cashier's check, an all cash payment in the amount of Ten Thousand Dollars ($10,000.00) (the "**Deposit**"), as an earnest money deposit on account of the Purchase Price. Buyer shall receive credit at Closing for an amount equal to the Deposit, which shall be applied against the Purchase Price on the Closing Date.

2.2.2 Payment of Balance. The balance of the Purchase Price shall be paid in full, in cash, through escrow at the Closing.

3. INSPECTIONS AND DOCUMENTS

3.1 Due Diligence Period. From the Effective Date until 5:00 p.m. (California time) on the fifteenth (15th) day after the Effective Date (the "Due Diligence Period"), Buyer shall have the right to conduct non-intrusive inspections, investigations, tests, and studies of the Property. During the Due Diligence Period, Buyer, its agents, contractors, subcontractors, or employees (collectively Buyer's Representatives") shall have the right to come onto the Property to perform inspections. After Buyer makes any inspection, Buyer shall restore the Property to its prior condition. Buyer shall keep the Property free and clear of all liens and encumbrances related to or arising from any inspection. Buyer shall indemnify Seller against any damages suffered by the Seller and from any claims or lawsuits made against Seller if they arise from Buyer or Buyer's Representatives' performing any inspection ("**Inspection Indemnity**"). This Inspection Indemnity shall survive the Closing and any termination or cancellation of this Agreement. The Inspection Indemnity shall not apply to any claims resulting from the negligence, recklessness, or willful misconduct of Seller or Seller's agents, or any claims resulting from Buyer discovering any hazardous materials or regulated substances that were already present at the Property.

3.2 Documents and Materials. Within three (3) days after the Effective Date, Seller shall deliver to Buyer all documents relating to the Property that are available to Seller, including the following ("**Documents and Materials**"):

- Statement of current property taxes and assessed value, as well as tax bills for the last three (3) years;
- Copies of any third-party reports with respect to the Property;
- Current and complete title report and all supporting documents;

- Legal description and any ALTA survey, showing location of all improvements and easements, if available;
- Any letters from, agreements with, or approvals by municipal agencies, including City, County, and State including all entitlements related to the Property;
- Any current or past lawsuits or other disputes or actions related to the Property;
- Copies of any service and maintenance contracts, employment agreements, equipment leases, utility agreements, management agreements (including any correspondence relating to any deficiencies Seller has identified at the Property), parking agreements, operating agreements, ground leases and other agreements of any kind or nature relating to, or affecting any portion of, the Property.

3.3 Disapproval Option. Buyer has until the end of the Due Diligence Period to give written notice to Seller that it disapproves of the Property or the Documents and Materials. If Buyer does not give this notice, then it is deemed to approve. If Buyer disapproves, it shall be entitled to a return of its Deposit, and this Agreement shall terminate and the Parties will have no further obligations under it (except the obligations expressly intended to survive the termination of this Agreement, like the Inspection Indemnity and any other Buyer's indemnification obligations).

4. TITLE.

4.1 Evidence of Title. Conclusive evidence of delivery of title in accordance with the foregoing shall be the willingness of Title Company to issue to Buyer, upon payment of its regularly scheduled premium, a CLTA owner's policy of title insurance, in the amount of the Purchase Price, showing title to the Real Property vested of record in Buyer, subject only to (i) liens to secure payment of real estate taxes and assessments not delinquent (which shall be pro-rated at Closing); (ii) applicable zoning and use laws, ordinances, rules and regulations of any municipality, township, county, state or other governmental agency or authority (and the standard printed exceptions and conditions in the policy of title insurance) (the "**Title Policy**").

5. Seller's Representations and Warranties Regarding Status . Seller warrants it is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3) and Seller is not subject to withholding under Section 26131 of the California Revenue and Taxation Code. At the Closing, Seller shall deliver to Buyer through Escrow a declaration under penalty of perjury confirming the foregoing statement. Buyer warrants it is not in violation of any Anti-Terrorism Law, and Buyer is not, as of the date hereof: (1) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (2) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or (3) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law. Neither Buyer nor, if Buyer is not a natural person, any of its officers, directors, shareholders or members, as applicable, is a Prohibited Person. As used herein, "**Anti-Terrorism Law**" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act, and any regulations promulgated under any of them. As used herein "**Executive Order No. 13224**" is defined as Executive Order No. 13224 on Terrorist Financing effective September

24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as may be amended from time to time. " **Prohibited Person**" is defined as a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224; a person or entity with whom Seller is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/t11sdn.pdf or at any replacement website or other official publication of such list. "**USA Patriot Act**" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

6. GENERAL REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties.

(A) No Commitments or Agreements. Except as specifically disclosed to Buyer in writing, Seller has made no written commitments materially and adversely affecting the Property which will survive the Close of Escrow.

(B) Liens. Except as specifically disclosed to Buyer in writing, to the best of Seller's knowledge, there are no mechanics', materialmen' s, or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller's behalf.

(C) Rights of Possession. Except as specifically disclosed to Buyer in writing, to the best of Seller's knowledge, there are not as of the date of this Agreement, any leases or grants of present or future possessory rights in the Property in existence as of the Close of Escrow.

(D) Ownership and Encumbrances. Except as otherwise permitted by the terms of this Agreement, Seller has not and shall not, prior to Close of Escrow, without the prior written consent of Buyer enter into any agreement permitting others to use or convey any part of the Property.

(E) Full Power and Authority. To the best of Seller's knowledge, neither this Agreement nor anything promised to be done under it, including the transfer of title to the Property to Buyer, will violate any contract to which Seller is a party. Seller has the full power and authority to enter into this Agreement and complete the sale of the Property.

(F) Litigation. Except as specifically disclosed to Buyer in writing, to the best of Seller's knowledge, there are no actions, suits, claims, or legal or other proceedings pending or threatened against Seller or against the Property, which does or will materially adversely affect Seller's ability to consummate this transaction and to convey the Property to the Buyer.

(G) Reports. To the best knowledge of the Seller, Seller has made available to the Buyer all third-party professional reports within its possession concerning the Property.

(H) Environmental Laws/Hazardous Materials. Except as disclosed in writing by Seller, to the best of Seller's knowledge: (i) there has been no production, storage, or disposal on the Property of any Hazardous Material (as defined below) by Seller or any previous owner or tenant of the Property; (ii) no Hazardous Materials have been released at the Property at any time; (iii) Seller has complied with all laws, regulations, and ordinances ("Environmental Laws") relating to the use of Hazardous Materials on the Property; (iv) there is no proceeding or inquiry by any governmental agency about the use or presence of Hazardous Materials on the Property; and (v) there is no contamination of Hazardous Materials on the Property. "Hazardous Material" means any hazardous or toxic substance, material or waste that is: (i) regulated by any governmental authority, the State of California, or the United States; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117, or 25124 of the California Health and Safety Code or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) 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); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*; (x) any flammable substances or explosives; or (xi) any radioactive material.

(I) *Best Knowledge.* For purposes of this Section 6.1, the phrase "best of Seller's knowledge" means the actual knowledge of Gilberto Servin.

(J) No Defaults. To the best of Seller's knowledge, Seller is not in default of any obligations or liabilities related to the Property, and there are no existing facts, circumstances, conditions, or events that would constitute or result in any default on the giving of notice, the passage of time, or both.

(K) No Violations. Seller has not received written notice from any

governmental agency that the Property is in violation of any statute or regulation.

(L) Financial Status. Seller has not:

(1) Made a general assignment for the benefit of creditors;
(2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
(3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
(4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
(5) Admitted in writing its inability to pay its debts as they come due; or
(6) Made an offer of settlement, extension, or composition to its creditors generally.

(M) Continuing Obligation. If between the Effective Date and the Close of Escrow, Seller or Buyer becomes aware that any of Seller's representations or warranties is incorrect, Buyer shall have the right to either: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the Property or Buyer's intended use of it, or (ii) waive the condition and proceed to Close of Escrow.

6.2 Buyer's Representations and Warranties

(A) Ownership and Encumbrances. Buyer shall not, prior to Close of Escrow without the prior written consent of Seller, enter into any lien, encumbrance, easement, or license agreement with, nor convey any interest in the Property to, any third person.

(B) Full Power and Authority. Nothing in this Agreement violates any contract to which Buyer is a party. Buyer has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery, and performance of this Agreement has been or will be duly and validly authorized by Buyer and ratified by Buyer's governing board prior to Closing, and no other action by Buyer is requisite to the valid and binding execution, delivery, and performance of this Agreement by Buyer.

(C) Litigation. Except as specifically disclosed to Seller in writing, there are no actions, suits, claims, or legal or other proceedings pending or threatened against Buyer, which does or will materially adversely affect Buyer's ability to consummate this transaction.

(D) Change of Representation or Warranty. In the event Buyer acquires knowledge that any such representation or warranty is no longer accurate, Buyer shall advise Seller of same prior to Close of Escrow.

(E) Best Knowledge. For purposes of this Section 6.2, the phrase "best of Buyer's

knowledge" means the actual knowledge of Jaime Mata acting in his representative capacity, on behalf of, and for, the Buyer only, without any independent investigation having been made, and not based on any implied, imputed, or constructive knowledge of Buyer, including all of its officers and directors.

(F) Financial Status. Buyer has not:

(1) Made a general assignment for the benefit of creditors;
(2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
(3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
(4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
(5) Admitted in writing its inability to pay its debts as they come due; or
(6) Made an offer of settlement, extension, or composition to its creditors generally.

7. CLOSING.

7.1 Closing. The transaction contemplated by this Agreement shall be consummated through escrow at the office of Title Company on or before 5:00 p.m. (California time) on the day that is thirty (30) days after the Effective Date of this Agreement (the "**Closing Date**"). For purposes of this Agreement, the term "**Closing**" shall mean the consummation of the sale and conveyance of the Property to Buyer as evidenced by recordation of the Deed.

7.2 Seller's Delivery Into Escrow. Seller shall deliver the following items into escrow:

7.2.1 Deed. The Deed, duly executed and acknowledged by Seller.

7.2.2 Other Documents. Such other documents or instruments as may be reasonably required to consummate this transaction in accordance with the terms and conditions herein contained, such as appropriate escrow instructions to Title Company.

7.3 Buyer's Delivery Into Escrow. Buyer shall deliver the following items into escrow:

7.3.1 Cash. Immediately available funds in the following amounts: (i) the balance of the Purchase Price; (ii) such amount, if any, as is necessary for Buyer to pay Buyer's share of the prorations and closing costs; and (iii) any other amounts required to close escrow in accordance with the terms of this Agreement.

7.3.2 Other Documents. Such other documents and instruments as may be reasonably required in order to consummate this transaction in accordance with the terms and conditions of this Agreement, such as appropriate escrow instructions to Title Company.

7.4 Closing Prorations. At the Closing, property taxes and assessments shall be prorated through escrow, and all other items of income and expense shall be prorated outside of escrow on the Closing Date by the parties.

7.5 Closing Costs. The Parties shall split all closing costs as is customary in Contra Costa County. Each party shall pay for the costs of their respective counsel, if any, in connection with the Closing. If this Agreement is terminated pursuant to the terms hereof, each party shall pay one-half of any escrow cancellation fee charged by Title Company.

7.6 Compliance. The Title Company shall comply with all applicable federal, state and local reporting and withholding requirements relating to the close of the transactions contemplated herein. Without limiting the generality of the foregoing, to the extent the transactions contemplated by this Agreement involve a real estate transaction within the purview of Section 6045 of the Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code"**), Title Company shall have sole responsibility to comply with the requirements of Section 6045 of the Internal Revenue Code (and any similar requirements imposed by state or local law).

8. MISCELLANEOUS.

8.1 Assignment. Buyer shall have the right to assign its rights and obligations hereunder to an entity controlling, controlled by or in common control with Buyer or of which Buyer is the sole member, without the consent of Seller provided that Buyer assumes all of Buyer's obligations under this Agreement. This Agreement, and the terms, covenants and conditions herein contained, shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns. In no event shall an assignment by Buyer of this Agreement or any of Buyer's rights hereunder release Buyer from its obligations under this Agreement.

8.2 Notices. All notices, demands or other communications of any type given by either party to the other or to Title Company, whether required by this Agreement or in any way related to this transaction, shall be in writing and delivered: (i) by hand or Federal Express or similar courier service; (ii) by United States Mail, as a certified item, return receipt requested, and deposited in a Post Office or other depository under the care or custody of the United States Postal Service, with proper postage affixed, or (iii) via e-mail to the email address for that noticed party below. Each notice to a party shall be addressed as follows:

To Seller: IAFCJ del Gran Yo Soy
965 Viewpointe Blvd
Rodeo, CA 94572
Email: chrisespinosa1@hotmail.com

To Buyer: Voices College-Bound Language Academy
6840 Via Del Oro, Suite 160
San Jose, California 95119
Attn: Jaime Mata
Email: mata@voicescharterschool.com

To Title Company: Chicago Title Company
725 S. Figueroa Street Suite 200
Los Angeles, CA 90017
Attn: Sharon Yarber
Email: sharon.yarber@ctt.com

Any notice delivered by hand or Federal Express or similar courier service shall be deemed to be delivered when actual delivery is made. Any notice deposited in the United States Mail in the manner required above shall be deemed to be delivered three (3) calendar days after the date of such deposit, and any time periods provided for herein during which a party may act shall not commence until such notice is deemed to be so delivered. Any notice delivered by e-mail shall be deemed delivered upon sending of an e-mail to the email address for that noticed party above, if a hard copy of the transmission is thereafter delivered in one of the methods described in (A) through (C) above. Either party hereto may change its address by notice given as provided herein to the other party and Title Company.

8.3 Amendment; Waivers. This Agreement may not be modified or amended except by an agreement in writing signed by the parties hereto. A party may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

8.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

8.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

8.7 Binding on Successors. This Agreement is binding on the parties hereto and their respective heirs, assigns, successors, and representatives.

8.8 Legal Action. If a dispute arises in connection with the interpretation or enforcement of this Agreement, the prevailing party in any such civil action shall be entitled to recover as its reasonable attorneys' fees and court costs from the other party.

8.9 Incorporation of Exhibits. Exhibit "A" is attached to this Agreement and incorporated into this Agreement by reference. It is the only exhibit pertaining to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER: IAFCJ DEL GRAN YO SOY, A CALIFORNIA NONPROFIT RELIGIOUS CORPORATION

Signed by:
By: Gilberto Servin
Name: Gilberto Servin
Its: President

Date: 4/7/2025

BUYER: VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

By:
Name: Jaime Adrian Mata
Its: Chief Operations Officer

Date: 4/6/2025

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