

AMENDED LEASE AGREEMENT

This Amended Lease Agreement ("Amended Lease") is made effective on July 1, 2024 ("Effective Date") and is made by and between GOOD SHEPHERD LUTHERAN CHURCH, a California non-profit religious corporation ("Lessor" or "Church") and NAVIGATOR SCHOOLS, a California nonprofit public benefit corporation ("Lessee" or "Navigator".)

RECITALS

- WHEREAS, on or about February 13, 2019, Church and Hayward Collegiate, a California public charter school, entered into that certain Lease Agreement concerning the portions of the property located at 166 W. Harder Road, Hayward, California (the "Property");
- WHEREAS, said Lease Agreement was subsequently amended on or about April 21, 2021, and subsequently amended again on or about March 15, 2022;
- WHEREAS, Hayward Collegiate merged with Navigator, a charter management organization which operates several California public charter schools, as the surviving corporation, with the merger being effective on July 1, 2022;
- WHEREAS, on July 1, 2023, Church and Navigator entered into that certain Amended Lease concerning the Property;
- WHEREAS, on August 22, 2023, Church and Navigator entered into that certain Letter of Intent concerning certain improvements to the Property; and
- WHEREAS, Church and Navigator wish to enter into this Amended Lease pursuant to the terms and conditions of said Letter of Intent.

NOW THEREFORE, Lessee and Lessor agree as set forth below.

AGREEMENT

ARTICLE 1. LEASED PREMISES

Church agrees to lease to Navigator for the purposes of operating a California public charter school, that certain portion of Church facility located at 166 W. Harder Road, Hayward, California, known as: Classrooms 1,2,3,4, 5, & 6; the associated child play area located between the classroom building and Gading

Road; and, the play area adjoining the parking area. Lessee shall also be entitled to use restroom facilities in the building designated Boys and Girls on a shared basis with Lessor. Each agrees to maintain the restrooms in a clean and sanitary manner.

The following specific areas are included in this Amended Lease:

- a) exclusive use Monday to Friday of the "pass-through office" that is next to the kitchen;
- b) exclusive use of the space adjacent to the "pass-through lunch prep area";
- c) exclusive use of the meeting room off the Social Hall that is between the stage and Harding Road;
- d) exclusive use of the kitchen Monday to Friday, 6am to 5pm, with dedicated storage space over the weekend;
- e) exclusive use of the Social Hall, Monday to Friday, 6am to 5pm, including the Social Hall foyer, and the office space located off the Social Hall foyer;
- f) shared use of restrooms Monday to Friday, 7am to 5pm, that are located off of the foyer outside the sanctuary;
- g) exclusive use of the nursery classroom Monday to Friday 6:00 am - 6:00 pm that is located off of the foyer outside the sanctuary;
- h) exclusive use of the conference room Monday to Friday 6:00 am - 6:00 pm that connects to the nursery classroom located off of the foyer outside the sanctuary;
- i) exclusive use of the office that is located between the boys restroom and the main office; and,
- j) shared use of the eastern wing of the sanctuary, with the school's exclusive use Monday to Friday, 7am to 5pm on school days (the "Leased Premises".)

ARTICLE 2. TERM OF LEASE

This Amended Lease shall terminate on June 30, 2034, unless Lessee exercises the option(s) as set forth in Article 20 below, and in such event, this Amended Lease shall terminate at the end of the option(s) period(s). The parties can meet in good faith at any time to discuss their respective intent to modify, terminate, or extend the terms and conditions of this Amended Lease.

ARTICLE 3. RENT

Lessee shall pay Lessor rent and utilities in the amount of \$18,573 per month from the Effective Date of this Amended Lease to June 30, 2025, with 3% annual increases commencing on July 1 of the subsequent 12-month period, and thereafter

until the conclusion of the term set forth in Article 2, above. Said monthly rent payments shall be payable on or before the third day of each and every month, when due, to Good Shepherd Lutheran Church, 166 W. Harder Road, Hayward, California 94544. Lessor and Lessee understand and agree that the rent stated herein shall apply during the entirety of the term of this Amended Lease, subject to the terms set forth in Article 20, below. Rent shall not increase in the event that Lessee removes Lessee's Contingencies as set forth in Article 6, below.

ARTICLE 4. LESSEE'S IMPROVEMENTS

Lessee shall have the right to construct three modular classrooms totaling approximately 3,000 square feet on the Property in the play area adjoining the parking area. This includes related site improvements and utility installations as shown in Exhibit A, which may be subject to modifications required by governmental agencies throughout the approval process. Lessee must comply with all requirements of relevant governmental entities for construction. The Landlord will cooperate with Lessee in filing related applications and supporting documents, and grant any required public utility and access easements. Upon completion of these improvements, they will become part of the Leased Premises according to Article 1 above. At the end of this Amended Lease, these classrooms and related site improvements will become property of the Lessor.

ARTICLE 5. INSPECTION PERIOD

Lessee shall have until June 30, 2024 to remove the contingencies set forth in Article 6, below, and to conduct all inspections and studies necessary in Lessee's sole discretion to evaluate the environmental and physical condition of the Property and the feasibility of Lessee's intended improvements. During this time, Lessee shall be granted right of entry upon the Property for the purpose of conducting tests and inspections of the Property. Said right of entry shall extend to any and all of Lessee's agents and to any and all governmental entities requiring access to the Property for approval purposes. Lessee shall notify Lessor in writing of its decision concerning removing Lessee's Contingencies as set forth in Article 6, below, on or before the expiration of this inspection period.

ARTICLE 6. LESSEE'S CONTINGENCIES

Lessee's obligation to construct Lessee's Improvements as set forth in Article 4, above, shall be contingent upon Lessee removing the following contingencies prior to the expiration of the Inspection Period as set forth in Article 5, above:

- A. Governmental Approvals. Lessee shall have obtained all requisite approvals from any and all governmental entities with jurisdiction over the over the construction of Lessee's improvements consistent with this Amended Lease, including but not limited to, the City of Hayward, the County of Alameda, and the Alameda County Office of Education. Lessor shall cooperate with Lessee in completing and submitting any documentation related to Lessee's requisite approvals;
- B. Financing: Lessee shall have obtained a binding commitment from an institutional lender acceptable to Lessee for the financing of the construction of Lessee's improvements consistent with this Amended Lease and on terms and conditions acceptable to Lessee in its sole discretion;
- C. Title Insurance: Lessee shall have obtained a binding commitment from a title insurance company acceptable to Lessee for an ALTA extended coverage policy of title insurance (together with all endorsements required by Lessee's construction lender) insuring Lessee's leasehold interest in the Leased Premises; and
- D. Approval of Testing/Inspections: Lessee's inspections and studies to evaluate the environmental and physical condition of the Property and the feasibility of Lessee's intended improvements shall be satisfied, in Lessee's sole discretion.

ARTICLE 7. USE OF PREMISES

Use: The Leases Premises shall at all times be used solely for the purpose of operating a California public charter school and extended day-care activities related directly to such operation.

Operation: Except as set forth in Article 1, above, the hours of operation shall be Monday to Friday, 6am to 6pm, except for legal holidays (but including school holidays which are not legal holidays.) The parties agree to meet in good faith to discuss additional days and/or times, with or without increased cost to Lessee. Lessor understands that Lessee is required to use the Leased Premises to conduct its public board meetings which occur occasionally and which require the use of the Leased Premises later than 6:00pm.

Hazards: Lessee shall not commit or permit the commission of any acts on the premises nor use or permit the use of the premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policies insuring the entire church or any part thereof. In the event of any rate increase in insurance as a result of Lessee's acts, it is understood by the Lessee

that they will assume the cost of any such increase through an adjustment of rent and will be notified of said adjustment at least sixty (60) days in advance.

Waste/Nuisance: Lessee shall not commit or permit the commission by others of any waste on or about the Leased Premises or commit or permit the use of the Leased Premises for any unlawful purpose.

Compliance With The Law: Lessee shall, at Lessee's own cost and expense, comply with all requirements of all governmental entities relating to Lessee's use of the Leased Premises, whether such statutes, ordinances, regulations and requirements are now in force or hereinafter enacted.

ARTICLE 8. UTILITIES AND LAWN CARE

The monthly rent includes an additional \$1000 to cover all utilities such as water, sewage, electricity, and gas expenses from July to June each year. If the cost of utilities exceeds \$13,000, the lessor will provide copies of the bills and Navigator will pay 75% of the amount over \$13,000.

Lessee shall provide furnishing for the classrooms and will maintain the open lawn areas inside the school area. The enclosed playground area is the responsibility of Lessee along with telephone service and any additional public utilities used by Lessee.

ARTICLE 9. MAINTENANCE, ALTERATION, AND REPAIRS

It is understood that from time to time minor alterations, installations, and repairs will be handled by Lessee for their school operation.

Maintenance: Lessee shall at own cost and expense keep and maintain all portions of the Leased Premises, except as set forth herein. Lessor shall maintain lawn areas outside the school area, the roof, the structural walls, and shared Boys and Girls bathrooms. Lessor shall be responsible for proper operation and maintenance of electrical systems, plumbing systems, the heating, ventilation, and air conditioning (HVAC) systems, and pest control throughout the Leased Premises. In the event that repairs are a result of the Lessee's negligence, Lessee shall be responsible to provide for the resulting repairs. In the event that Lessor does not timely provide necessary repairs for repairs that are not the result of Lessee's negligence, Lessee

shall be entitled to make the necessary repairs and deduct said costs from its rent obligations.

Alterations and Liens: Lessee shall not make or permit any other person to make any alterations or changes of any kind to the Leased Premises without the prior written consent of Lessor, which shall not be unreasonably withheld. Lessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Leased Premises. Lessee's alterations, additions, improvements, or fixtures, including the Lessee's Improvements as set forth in Article 4, above, shall remain on the Property after termination of this Amended Lease; provided, however, that Lessor shall have the right to require Lessee to remove all such alterations, additions, improvements, or fixtures at Lessee's expense.

ARTICLE 10. INDEMNIFICATION

10.1 Lessee shall indemnify, defend, protect, and hold Lessor harmless from any and all claims, losses, damages, liability, and costs (including reasonable attorneys' fees) incurred in connection with or arising from any cause in, on or about Lessee's Improvements as set forth in Article 4, above, any violation of any of the requirements, ordinances, statutes, regulations or other laws by Lessee, or any breach of the terms of this Amended Lease by Lessee; provided that the terms of the foregoing indemnity shall not apply to the negligence or misconduct of the Lessor or Lessor's breach of any obligation under this Amended Lease. Should Lessor be named as a defendant in any suit brought against Lessee in connection with or arising out of the construction of Lessee's Improvements as set forth in Article 4, above, or its occupancy or use of the Leased Premises, Lessee shall have a duty to defend Lessor; provided, however, that Lessee shall not be liable for any costs or expenses arising from the Lessor's negligence or misconduct or from Lessor's breach of any obligation under this Amended Lease. This provision shall survive the termination of this Amended Lease.

10.2 Lessor shall indemnify, defend, protect, and hold Lessee harmless from any and all claims, losses, damages, liability, and costs (including reasonable attorneys' fees) incurred in connection with Lessor's violation of any of the requirements, ordinances, statutes, regulations or other laws, or any breach of the terms of this Amended Lease by Lessor; provided that the terms of the foregoing indemnity shall not apply to the negligence or misconduct of Lessee or Lessee's breach of any

obligation under this Amended Lease. This provision shall survive the termination of this Amended Lease.

ARTICLE 11. HAZARDOUS MATERIALS

11.1 Lessee shall comply with all applicable environmental laws relating to industrial hygiene and environmental conditions on, under, or about the Leased Premises, including but not limited to, air, soil, and ground water conditions. Lessee shall not use any hazardous materials on, under, or about the Leased Premises; provided, however, that Lessee may use normal and customary cleaning solutions and office supplies, so long as the use of those solutions and supplies are in quantities and in a manner wholly consistent with all applicable environmental laws; and further provided that Lessee may use normal and customary chemicals for classroom use, so long as the use of those chemicals are in quantities and in a manner wholly consistent with all applicable public school standards. Lessee shall not, nor shall Lessee allow, any party to transport, use, store, maintain, generate, manufacture, handle, dispose, release, or discharge any hazardous materials upon or about the Leased Premises in violation of environmental laws, nor permit any subtenant, employee, agent, invitees, or contractor to engage in such activities in violation of environmental laws upon or about the Leased Premises, during the term of the Amended Lease. Lessor represents that the Property, including but not limited to the Leased Premises, is safe for operations as a public school, that there are no hazardous materials on, under, or about the Property, including but not limited to the Leased Premises. Lessor shall be responsible for the remediation of any hazardous materials that were present on, under, or about the Property, including but not limited to the Leased Premises, prior to Navigator’s and Hayward Collegiate’s occupancy thereof.

11.2 Lessee shall indemnify, defend, protect, release, save and hold Lessor harmless from and against any and all claims arising from any breach of Lessee’s obligations hereof, except to the extent caused by the negligence or misconduct of Lessor.

11.3 Lessor shall indemnify, defend, protect, release, save and hold Lessee harmless from and against any and all claims arising from any breach of Lessor’s obligations hereunder, except to the extent caused by the negligence or willful misconduct of Lessee; and separately, for the presence and remediation of any hazardous materials that were present on, under, or about the Property, including but not

limited to the Leased Premises, prior to Navigator's and Hayward Collegiate's occupancy thereof.

11.4 All of the provisions of this Article 11 shall survive the termination of this Amended Lease.

ARTICLE 12. INSURANCE

12.1 Lessee shall secure and maintain the insurance as set forth below during the term of this Amended Lease: a) workers' compensation insurance in accordance with provisions of the California Labor Code; b) commercial general liability coverage of not less than \$2,000,000 for each occurrence; c) commercial auto liability coverage with limits of not less than \$1,000,000 combined single limit; and, d) professional educators errors and omissions liability coverage including sexual molestation and abuse coverage (if that coverage is not afforded elsewhere in the CGL or by separate policy) of not less than \$2,000,000 per occurrence.

12.2 Lessor shall secure and maintain the insurance as set forth below during the term of this Amended Lease: a) workers' compensation insurance in accordance with provisions of the California Labor Code; b) commercial general liability coverage of not less than \$2,000,000 for each occurrence including sexual molestation and abuse coverage (if that coverage is not afforded elsewhere in the CGL or by separate policy); and c) property insurance covering the loss, damage or destruction of the Leased Premises (except for the Lessee's Improvements.)

13. ESTOPPEL AND SNDA

Upon request by Lessee, Lessor will provide estoppel certificates and an SNDA (Subordination and Non-Disturbance Agreement) from any existing and future lienholders.

14. TAXES

Lessor shall be responsible for all real estate taxes and assessments assessed against the Leased Premises during the term of this Amended Lease. Lessee will be responsible for any increase in real estate taxes due to Lessee's Improvements as set forth in Article 4, above, or for any real estate taxes assessed against Lessee's leasehold interest in the Leased Premises. Lessee shall make an application to the County of Alameda for an exemption or reimbursement of any taxes assessed against Lessee's leasehold interest in the Leased Premises or Lessee's

Improvements as set forth in Article 4, above, and shall maintain that exemption throughout the term of this Amended Lease.

15. EARLY TERMINATION

Lessor understands that Lessee operates a California public charter school on the Leased Premises. Lessee's operative charter with the Alameda County of Education (or other authorizer at any time during the term of this Amended Lease) is a required condition of Lessee's right and ability to do so. Lessor agrees that if Lessee's charter is subsequently revoked, or if it is subsequently not renewed, then by notice in writing to Lessor, Lessee may terminate this Amended Lease and such termination shall relieve Lessee from any future obligations hereunder.

16. ASSIGNMENT AND SUBLETTING

Lessee shall not have the right to assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Amended Lease, or any interest hereunder, permit any assignment, subletting, or other transfer of this Amended Lease, or any interest hereunder, or otherwise permit the occupancy or use of the Leased Premises, or any part thereof, by any persons other than Lessee's employees, students, or agents, without first obtaining the written consent of Lessor. Lessor shall not unreasonably withhold, condition, or delay its consent upon receipt of request from Lessee. Nothing herein shall prohibit Lessee from leasing a portion of the Leased Premises during non-school days and hours pursuant to the Civic Center Act and to local community or non-profit organizations.

17. DAMAGE OR DESTRUCTION

If there is damage or destruction to the Leased Premises by earthquake, fire, or any other cause, and if the reasonably estimated cost to restore and repair the damage is more than 50% of the replacement cost of the Leased Premises, and if insurance proceeds are insufficient to pay at least 90% of the reasonably estimated cost of repair and restoration, then by notice in writing to Lessor, Lessee may terminate this Amended Lease and such termination shall relieve Lessee from any future obligations hereunder.

18. CONDEMNATION

In the event the Leased Premises is taken by power of eminent domain, or condemned by any competent authority for any public or quasi-public purpose, or if Lessor shall grant a deed or other instrument in lieu of any such taking by eminent domain or condemnation for the Leased Premises, this Amended Lease shall automatically terminate on that date then by notice in writing to Lessor, Lessee may terminate this Amended Lease and such termination shall relieve Lessee from any future obligations hereunder.

19. EVENTS OF DEFAULT

19.1 Any of the following shall constitute a default by Navigator: (a) any failure by Lessee to pay rent or any other charges or other amounts due and owing under this Amended Lease when due, unless such failure is cured within ten (10) business days after Lessee's receipt of written notice of default from Lessor; (b) any failure by Lessee to observe or perform any provision, covenant or condition of this Amended Lease to be observed or performed by Lessee where such failure continues for thirty (30) days after receipt of written notice of default from Lessor; provided that if the nature of such default is that the same can be cured within a thirty (30) day period, Lessee shall not be deemed to be in default if it within said thirty (30) days commences such cure and diligently prosecutes to completion such cure; or, (c)(i) a general assignment by Lessee for the benefit of creditors, (ii) the taking of any corporate action in furtherance of bankruptcy or dissolution whether or not there exists any proceeding under an insolvency or bankruptcy law, (iii) the filing by or against Lessee of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Lessee, the same is dismissed within sixty (60) days, (iv) the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Lessee, unless possession is restored to Lessee within sixty (60) days, or (v) any execution or other judicially authorized seizure of all or substantially all of Lessee's assets located upon the Leased Premises, unless such seizure is discharged within sixty (60) days.

19.2 Upon the occurrence of any event of default by Lessee, and after the expiration of all notice and cure periods as provided in this Amended Lease, Lessor shall have, in addition to any other remedies available to Lessor at law or in equity, the option to pursue any one or more of the following remedies: a) Terminate this Amended Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may enter upon and take possession of the Leased Premises and expel or remove Lessee. Lessor shall also have the right to seek any declaratory, injunctive or other equitable relief, and

specifically enforce this Amended Lease, or restrain or enjoin a violation or breach of any provision hereof.

19.3 If Lessor defaults on any of its obligations under this Amended Lease, which is defined as any failure to observe or perform any provision, covenant, or condition of this Amended Lease to be observed or performed by Lessor where such failure continues for thirty (30) days after written notice of default from Lessee to Lessor; provided, that if the nature of such default is that the same cannot reasonably be cured within a thirty (30) day period, Lessor shall not be deemed to be in default if within said thirty (30) days commences such cure and diligently prosecutes to completion such cure. If Lessor defaults, Lessee shall have all remedies at law or equity.

20. OPTIONS

Lessee has the right to extend this Amended Lease for up to two (2) additional periods of five (5) years each, allowing a total extension of up to ten (10) years if both options are exercised. The extended lease period will terminate no later than June 30, 2044. The terms and conditions for the extended periods will be the same as those in this Amended Lease. Rent during each option period will be based on the prevailing rental rate at the time of the extension with a 2% annual increase thereafter. To exercise an option, Lessee must provide written notice to the Lessor between twelve (12) and six (6) months prior to commencement of the applicable option(s) period(s).

21. MISCELLANEOUS PROVISIONS

21.1. No provision of this Amended Lease shall be waived by either party unless done in a writing that is signed by the party waiving the provision. The waiver by either party of any breach of any term or condition herein shall not be deemed a waiver of any later breach of that same or any other term or condition herein.

21.2 Lessee shall be entitled to reasonable signage on the Property expressing that is a California public charter school and to include the names "Hayward Collegiate" and/or "Navigator Schools" along with respective logos or nicknames. All signage shall comply with all relevant local ordinances.

21.3 This Amended Lease can only be amended or modified in a writing signed by both parties.

21.4 This Amended Lease constitutes the entire agreement of the parties with respect to the use and occupancy of the Leased Premises and supersedes and cancels any and all previous leases, lease agreements, amendments to leases, amended leases, negotiations, and understandings with respect to 166 W. Harder Road, Hayward, California.

21.6 Notwithstanding anything to the contrary contained in this Amended Lease, any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, pandemics, epidemics, inability to obtain services, labor, or materials or reasonable substitutes, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay, or stoppage and, therefore, if this Amended Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by the Force Majeure.

21.7 Any notice required under this Amended Lease shall be deemed to have been given, served, and received if given in writing and personally delivered, or, either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or, sent by overnight delivery service, addressed as follows: a) Lessor: Pastor, Good Shepherd Lutheran Church, 166 W. Harder Road, Hayward, CA 94544; and, b) Lessee: CEO and Superintendent, Navigator Schools, 650 San Benito Street, Ste. 230, Hollister, CA 95023. Any notice personally is effective immediately. Any notice sent by overnight delivery service is effective the next business day following delivery. Any notice given by certified or registered mail, postage prepaid, return receipt requested, is effective three (3) days after deposit in the United States mail.

21.8 This Amended Lease shall be governed by the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce or interpret the terms and conditions of this Amended Lease shall be initiated and conducted in Alameda County.

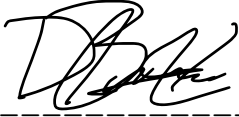
ARTICLE 22. GOOD FAITH CONDITIONS

This Amended Lease is entered upon with the understanding that it is impractical to express all of their precise intentions on a written document. There must be give and take among all persons of Good Will.

[Signatures to Follow on Next Page]

Date: 4/9/2024

GOOD SHEPHERD LUTHERAN CHURCH (“Lessor”)

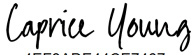


By: Dawit Bokre

Its: Senior Pastor

Date: 4/9/2024

NAVIGATOR SCHOOLS (“Lessee”)

DocuSigned by:

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By: Caprice Young, Ed.D.

Its: CEO & Superintendent