

MASTER LEASE

between

VALLEJO CITY UNIFIED SCHOOL DISTRICT

and

MARE ISLAND TECHNOLOGY ACADEMY

(Everest Academy, North Everest, and Farm Pasture Sites)

July 18, 2018

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MASTER LEASE AGREEMENT

**BETWEEN
VALLEJO CITY UNIFIED SCHOOL DISTRICT
AND
GRIFFIN TECHNOLOGY ACADEMIES, INC.**

(Everest Academy, North Everest, and Farm Pasture Sites)

THIS MASTER LEASE ("**Master Lease**") is made and entered into this July 18, 2018 ("**Effective Date**") by and between the Vallejo City Unified School District, a public school district organized and existing under the laws of the State of California, as Lessor ("**District**" or "**Lessor**"), and Griffin Technology Academies, Inc., a California nonprofit public benefit corporation that operates the MIT Griffin Academy Middle School, a California public charter school, as Lessee ("**Charter School**" or "**Lessee**"). District and Charter School may be referred to in this Master Lease individually as a "**Party**" or jointly as the "**Parties**."

RECITALS

WHEREAS, the Charter School submitted a petition to establish a charter school to the District, which the District approved on or about May 3, 2017, with the District serving as the authorizing agency of the Charter School; and

WHEREAS, the Charter School will serve students enrolled in the 6th grade during the 2018-2019 school year; and

WHEREAS, the District is the owner of certain real property located at 425 Corcoran Ave, Vallejo, California 94589, ("Site 1") known as the "Everest Academy", 1 Positive Place, Vallejo, California 94589, ("Site 2") known as the "North Everest", and the parcel adjacent to MIT on the corner of Olympic Avenue and Ranier Avenue, ("Site 3") known as the "Farm Pasture", which is identified in more detail in Attachments 1-3 and as illustrated pursuant to Exhibit A, together collectively referred to herein as the "Sites"; and

WHEREAS, pursuant to Title 5 of the California Code of Regulations, section 11969.1(b), the District and the Charter School have mutually agreed to enter into an "in lieu" facilities agreement as an alternative to the allocation of facilities under Proposition 39 ("Griffin Agreement"); and

WHEREAS, as part of the Griffin Agreement, the District, agreed to, among other things, to lease Sites 1, 2, & 3, listed above, to Charter School; and

WHEREAS, this Parties desire through this Agreement to set forth the terms and conditions pursuant to which the Charter School will occupy the Sites, as described more fully in Attachments 1-3 attached hereto and incorporated herein by this reference; and

WHEREAS, concurrently, the parties have determined that the Continentals of Omega Boys and Girls Club ("Omega") has a need for use of the facilities on the North Everest Site, Site 2; and

WHEREAS, in order to maximize the efficient use of facilities for the two programs, the Charter School and Omega will enter into a sublease, consistent with Charter School's programmatic needs, setting forth the terms and conditions under which the Parties will jointly use facilities and which will be attached hereto and by this reference made a part hereof (**Exhibit D – Sublease**).

NOW, THEREFORE, in consideration of the covenants and agreements set forth to be kept and performed by the Charter School, the Parties agree as follows:

ARTICLE 1
LEASE

1.1 Premises District, as Lessor, hereby leases the Premises to Charter School, as Lessee, and Charter School hereby leases the Premises from District on the terms and conditions set forth in this Master Lease.

1.2 Acceptance By signing this Master Lease, Charter School represents and warrants that it has independently inspected the Premises and made all surface and subsurface tests, investigations, and observations necessary to satisfy itself of the condition of the Premises and accepts the Premises "as is."

ARTICLE 2
BASIC PROVISIONS

2.1 Basic Provisions. For the convenience of the Parties, certain basic provisions of the Master Lease are set forth below, subject to the remaining terms and conditions of the Master Lease.

2.1.1 Address of the Premises: [INSERT.]

2.1.2 (a) Term Commencement Date: Effective Date

(b) Term Expiration Date: June 30, 2115 (Coterminous with Ground Lease Agreement between District and Charter School).

2.1.3 Permitted Use: Operation of the Charter School and any lawful associated uses mutually agreed upon by the Parties. In the event MIT ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Sites to the District; providing, however, that in the event of revocation of the Charter School's charter, this Agreement will not be subject to early termination until such time as the MIT has exhausted its statutory and judicial appeal rights or until the expiration of the Term of this Agreement, whichever occurs first.

2.1.4 Rent: There shall not be an ongoing rental payment pursuant to this Agreement. Charter School provided the District with a one-time, non-refundable payment to District of one million, five hundred thousand dollars (\$1,500,000), which is the aggregate of the payment for each of the Sites, on May 31, 2018.

2.1.5 Address for Notices:

District

Vallejo City Unified School District
665 Walnut Ave
Vallejo, CA 94592
Attn: Mitch Romao,
Chief Operations Officer
mromao@vallejo.k12.ca.us

With a copy to:

Fagen Friedman & Fulfrost LLP
70 Washington Street, Suite 205
Attention: Mark S. Williams, Esq.
Email: mwilliams@f3law.com
Phone: (510) 550-8200

Charter School

Mare Island Technology Academy
2 Positive Place
Vallejo, CA 94589
Attn: Matt Smith,
Director
Email: msmith@mitacademy.org

With a copy to:

Young, Minney & Corr, LLP
655 University Ave., Suite 150
Sacramento, CA 95825
Attention: Sarah Kollman, Esq.
Email: skollman@mycharterlaw.com
Phone: (916) 646-1400

2.2 **Exhibits.** The following exhibits are attached hereto and incorporated herein by this reference:

Lease Exhibit A – Map of Sites

Attachment 1 - Description of Everest Site

Attachment 2 - Description of North Everest Site

Attachment 3 - Description of Farm Pasture Site

Lease Exhibit B – Legal Description of Properties

Lease Exhibit C – Notice of Non-Responsibility

Lease Exhibit D – Sublease

ARTICLE 3
TERM

3.1 Commencement. The term of this Master Lease shall commence on the **Effective Date**, which is defined as the date on which the last of the Parties has executed the Master Lease with approval of its respective governing boards ("**Term Commencement Date**").

3.2 Term. The term of this Agreement shall begin as of July 18, 2018, and be coterminous with Ground Lease Agreement between District and Charter School and shall expire on June 30, 2115 ("Term"), unless sooner terminated as provided herein ("**Term**").

3.3 Expiration. Upon the expiration of this Master Lease, the Improvements shall, without compensation to Charter School, automatically and without any act of Lessee or any third party become District's property. Charter School shall surrender the Improvements to District free and clear of all liens and encumbrances, other than those, if any, consented to by District. Charter School agrees to execute, acknowledge and deliver to District a quitclaim deed of all of Charter School' right, title and interest in and to the Improvements and the Premises.

3.4 Early Termination. In the event MIT ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Sites to the District; providing, however, that in the event of revocation of the Charter School's charter, this Agreement will not be subject to early termination until such time as the MIT has exhausted its statutory appeal rights or until the expiration of the Term of this Agreement, whichever occurs first.

3.5 Early Access. Upon execution of this Lease, District shall grant Lessee the right to enter upon the Premises to (a) perform inspections and investigations concerning the Premises, (b) for purposes of planning any improvements to the Premises, and (c) show the Premises to MIT's prospective and current students, parents, and staff.

ARTICLE 4
PAYMENTS

4.1 Rent. There shall not be an ongoing rental payment pursuant to this Agreement. Rather, Charter School provided a one-time, non-refundable payment of one million, five hundred thousand dollars (\$1,500,000), which is the aggregate of the payment for each of the Sites. Payment has been made to the District of the full amount on May 31, 2018.

4.2 Security Deposit. No Security Deposit is required at this time.

ARTICLE 5
USE

5.1 Permitted Use. Charter School shall use the Premises for the operation of Charter School and any other charter schools operated by MIT on the Premises and any lawful associated uses and for no other purpose without the prior written consent of the District. The

Charter School shall comply with District policies, regulations, and practice regarding the operations and maintenance of the facilities, furnishings, and equipment. The District shall provide Charter School with current copies of such policies, regulations and practices if not posted on the District's website.

5.2 Compliance with Laws. Charter School shall conduct its business operations and use the Premises in compliance with all federal, state, and local laws, regulations, ordinances, requirements, permits and approvals applicable to the Premises. Charter School shall not use or occupy the Premises in violation of any law or regulation or the certificate of occupancy issued for the Improvements, and if required by any governmental authority, shall discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Charter School shall, at its expense, comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Charter School's use or occupancy of the Premises, impose any duty upon Charter School or District with respect to the Premises or with respect to the use or occupation thereof. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Sites resulting from the Charter School's use and occupancy thereof, the Charter School shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Sites. If the Charter School fails to take steps to clean the Sites or otherwise fails to comply with any reasonable requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

5.3 Compliance with Insurance. Charter School shall not do or permit to be done anything which will invalidate or increase the cost (unless Charter School agrees to pay such increased cost) of any fire, extended coverage or any other insurance policy covering the Premises, or which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and shall comply with all rules, orders, regulations and requirements of the insurers of the Premises.

5.4 Americans with Disabilities Act. Charter School shall comply with the Americans with Disabilities Act of 1990 ("ADA"), and the regulations promulgated thereunder, as amended from time to time. All responsibility for compliance with the ADA relating to the Charter School' improvements to the Premises and the activities conducted by Charter School within the Premises shall be exclusively that of Charter School and not of District. Any alterations to the Premises made by Lessee for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with Article 7; provided that District's consent to such alterations shall not be unreasonably withheld and shall not constitute either District's assumption, in whole or in part, of Charter School' responsibility for compliance with the ADA, or representation or confirmation by District that such alterations comply with the provisions of the ADA. However, nothing in this Master Lease shall be construed to require Charter School to make structural or capital improvements, alterations, repairs or replacements to comply with ADA unless and until required to do so by order of any government entity or court of law exercising proper jurisdiction with regard thereto, subject to

any right to appeal or otherwise contest any such order. Charter School shall defend and indemnify District from any and all liability arising from Charter School' failure to comply with any provision of the ADA relating to Lessee's use of the Premises and Lessee's improvements to the Premises.

5.5 Permits and Approvals. Charter School shall, at its sole cost and expense, obtain and pay for any permits, zoning changes or approvals, including but not limited to those required by either the Division of State Architect (DSA) or the City of Vallejo, necessitated by Charter School's use of the Premises. Notwithstanding the foregoing, the District shall cooperate as necessary with Charter School's submission of applications for permits, zoning changes or other approvals needed for Charter School's use of the Premises.

5.6 No Unlawful Use. Charter School shall not use or knowingly allow the Premises to be used for any unlawful purpose, nor shall Charter School cause, maintain or permit any nuisance or waste in, on, or about the Premises. Charter School shall take all reasonable precautions to prevent the Premises from being used for any unlawful purposes and to prevent any nuisance or waste in, on, or about the Premises.

5.7 Supervision of Students. At all times during its use of the Premises, Charter School shall provide adequate and appropriate supervision, for all students attending Charter School or participating in related activities on the Premises, including the time immediately preceding and following regularly scheduled activities, on or around the parking lots, or other areas of the Property where participants are present.

ARTICLE 6 **UTILITIES AND TAXES**

6.1 Utilities. At all times during the term of this Master Lease, Charter School shall pay for all utilities and services furnished to the Premises including but not limited to, telephone, internet connections, electricity, gas, air conditioning, heating, water and other utilities. Charter School shall pay for the cost of connecting utilities, including the charges, if any, for installing meters for them. The Charter School assumes sole responsibility for upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware it utilizes. If any utilities or services are separately metered, Charter School shall be responsible for paying installation and monthly costs directly to the supplier of such utility or service. If any utility, such as water, is provided by the District, Charter School shall reimburse the District its prorated portion (calculated based upon the square footage used by the Charter School at the Sites in proportion to the total square footage at the Sites served by the utility) of those utility costs.

6.2 Utility Easements. For purposes of necessary easements in construction of Improvements, District, as owner of the Premises, will execute, acknowledge and deliver to Charter School for recording, any grant of easement (i) over, upon, across or under the Premises or any portion of it; (ii) in favor of any governmental subdivision or any gas, electric or similar company; and/or (iii) for the purpose of widening any street or providing to the Premises such services as are customarily understood to be "utilities."

6.3 Failure of Utilities. The District shall not be liable if: (a) there is an interruption in utilities services caused by circumstances beyond the District's control; or (b) there occurs any failure or defect in the District's physical plant or utility lines, whether or not attributable to the District. The reasonable cost of repair or maintenance of a physical plant or utility lines on the Premises shall be considered to be a reasonable maintenance cost for which the Charter School shall bear liability. The District shall be responsible for any cost of repair or maintenance of a physical plant or utility lines that is not on the Premises or otherwise attributable to the Charter School.

6.4 Taxes. During the term of this Master Lease, Charter School shall pay real or personal property taxes, if any, levied or assessed by any governmental agency or entity on any Improvements or personal property located on the Premises, and the leasehold estate created by this Master Lease. The District shall cooperate as necessary with Charter School's submission of any property tax exemption application. Charter School acknowledges that this Master Lease may create a possessory interest subject to property taxation and that Charter School may be subject to the payment of taxes levied on such interest and that Charter School shall pay all such possessory interest taxes. If Charter School desires to challenge a tax or assessment, it may do so at its sole cost and expense and District, as property owner, shall cooperate so long as District incurs no cost or is reimbursed by Charter School for any costs incurred.

ARTICLE 7 **CONSTRUCTION OF IMPROVEMENTS**

7.1 Construction. Charter School shall, at Charter School' sole cost and expense, including the expense of design, permitting, and construction, construct Improvements on the Premises according to the terms and conditions specified in this Article 7. The Improvements shall consist of all structures, buildings and associated structures as depicted on the Improvement Plans ("**Improvements**"). Charter School shall obtain and provide to the District a certificate of occupancy upon completion of the Improvements.

7.2 Joint Maintenance Committee. The Parties shall establish a Joint Maintenance Committee to discuss facility and other issues of interest to the Parties, including further construction and other improvements. The location of the meetings shall be at the MIT administrative office in order to facilitate walkthrough and a better understanding of Facility issues. The Joint Maintenance Committee shall meet monthly during times that Lessee is in the process of construction, and shall meet quarterly at any other point.

7.2.1 The Parties are aware that Charter School Intends to undertake major construction, including construction of a new facility. For construction projects exceeding one million dollars (\$1,000,000), the Parties activities at the Joint Maintenance Committee shall include the establishment of a tentative schedule for delivery of plans and drawings to the District.

- a. The aforementioned tentative schedule is intended to allow sufficient time for preview and comment by the District prior to submittal for Board approval pursuant to Section 7.3.1, below.

- b. The aforementioned tentative schedule shall include, among other things as determined by the parties, the expected date the District will receive: 1) preliminary drawings and schematics, and 2) 90% complete construction drawings for preview and comment.

7.3 Conditions of Major Construction. Before any major work of construction, alteration, or repair as defined in this Master Lease is commenced on the premises, and before any building materials have been delivered to the Premises by Lessee or under Lessee's authority, Lessee shall comply with all of the following conditions or procure Lessor's written waiver of the condition or conditions specified in the waiver:

7.3.1 Improvement Plans. Lessee shall deliver to Lessor for Lessor's approval two (2) sets of preliminary construction plans and specifications ("Improvement Plans"). All Improvements shall be constructed within the exterior property lines of the Premises; provided that required work beyond the Premises on utilities, access, and conditional use requirements do not violate this provision. The Improvement Plans are subject to the District's approval, which shall not be unreasonably withheld or delayed. Lessee shall provide the Improvement Plans to the District's Chief Operations Officer no later than 21 days prior to the next regularly scheduled Board Meeting, and District shall communicate approval or disapproval following the next regularly scheduled Board meeting, and in the manner prescribed for notices in Article 19.12 of this Master Lease. For construction projects not exceeding \$1,000,000, if the District has not communicated its objections to the plans, and approval or disapproval is not granted at the next regularly scheduled Board meeting, or following the Board meeting, the plans shall be deemed approved. For construction projects exceeding \$1,000,000, written approval is required prior to commencing the project. Disapproval shall be accompanied by specification of the grounds for disapproval. Lessee shall not deliver working drawings to any governmental body for a building permit until preliminary plans are approved pursuant to this Section 7.2.1. The District may impose as a reasonable condition to the aforesaid consent such requirements as the District may deem necessary in its reasonable discretion related to the manner in which the work is done; and the requirement that upon written request of the District prior to the expiration or earlier termination of the Agreement, Charter School will remove any and all portable classrooms, movable partitions, counters, personal property, equipment, fixtures, and furniture. Following the District's first or any subsequent disapproval, Charter School may elect (i) to submit revised plans and specifications or (ii) to give notice contesting the reasonableness of District's disapproval.

7.3.2 Changes to Improvement Plans. After approval by District of the Improvements Plans, any substantial change in the plans or specifications for the Improvements shall be approved by the District in writing unless District waives its right to do so. For purposes of this section, "substantial change" means one that materially changes the exterior appearance of the Improvements or one that results in an increase or decrease of estimated construction costs of \$100,000 or more. Minor changes in work or materials not constituting the substantial change need not be approved by the District in writing, but a copy of the altered plans and specifications reflecting those changes shall be given to District prior to commencement of the work. Minor changes in work or materials not requiring approval by the District in writing regardless of whether the estimated construction cost exceeds \$100,000, shall include such activities as interior painting, replacing HVAC with like equipment, or carpet replacement.

7.3.3 Movement of Existing Structures. Charter School shall assume full responsibility for relocating any existing structures on the Premises at the time of execution of this Master Lease. Prior to movement and relocation of these structures the Charter School shall submit a plan for approval in accordance with Section 7.2.1 above.

7.4 Timeline for Construction. After obtaining all necessary permits and approvals of the Improvement Plans, Charter School shall commence construction of the Improvements as soon as practically possible and complete the Improvements according to the construction schedule attached as part of the Improvement Plans.

7.5 Compliance with Laws. The Improvements shall be constructed and all work on the Premises shall be performed in accordance with all valid and applicable laws, ordinances and regulations of federal, state, county or local governmental agencies having jurisdiction over the Premises, including but not limited to the ADA and DSA and their corresponding regulations and other requirements. All work performed on the Premises under this Agreement shall be done in a good and workmanlike manner.

7.6 Permits, Licenses and Approvals. Prior to the commencement of any construction on the Premises, Charter School shall have determined all the requirements for, and shall have obtained, at its own expense, all necessary permits, licenses and other approvals required by applicable law, including either DSA approval or approval from the City of Vallejo and California Environmental Quality Act (CEQA) compliance, if required. Charter School shall provide written verification to the District that all required permits, licenses and approvals have been obtained prior to commencement of construction.

7.7 Fingerprinting. Charter School shall require its contractors and subcontractors to comply with the provisions of California Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Charter School' responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, employed or acting as independent contractors of Charter School.

7.8 Mechanics Liens. At all times during the Term, Charter School shall keep the Premises and Improvements free and clear of all liens and claims of liens for labor, services, materials, supplies or equipment performed on or furnished to the Premises.

7.9 Performance and Payment Bonds. The contractor engaged by Charter School to perform services for construction of the Improvements, including any site preparation and demolition, shall furnish to Charter School, which shall provide copies to the District, at the contractor's own expense prior to commencement of construction:

7.9.1 Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to the District, in an amount equal to one hundred percent (100%) of the contract price payable under the contract securing the faithful performance of the contractor of its contract with Charter School; and

7.9.2 Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to the District, in an amount equal to one hundred percent (100%) of the contract price payable under the contract securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of the contract.

7.10 Ownership and Surrender. During the Term and any extended term of this Master Lease, Charter School will be the owner of the Improvements. At the expiration of the Master Lease Term, provided that Charter School is not in default, Charter School shall have the right to remove any or all fixtures and other removable property, and all Improvements, including any relocatable classrooms remaining on the Premises, provided all resulting injuries to the Premises and remaining Improvements are completely remedied and Charter School complies with District's reasonable requirements respecting the resulting appearance. Upon expiration or earlier termination of this Master Lease, any Improvements not removed pursuant to this Article 7.9 shall, without compensation to Charter School, automatically and without any act of Charter School or any third party become District's property.

7.11 Notice of Non-Responsibility. At least thirty (30) days prior to commencement of construction of any Improvement, Charter School shall request from the District a completed Notice of Non-Responsibility pursuant to California Civil Code section 8444 (and any successor statute) in a form substantially similar to the form "Notice of Non-Responsibility" attached hereto as "**Lease Exhibit D'**" and by this reference made a part hereof, and Charter School shall cause said Notice to be recorded and posted as required by law.

ARTICLE 8 **SECURITY MEASURES**

8.1 Security. Charter School acknowledges that the District's standard security measures for the Property may not be sufficient for protection of damage or losses caused by criminal acts of third parties. District shall not be liable for such damage or losses. To the extent Charter School desires protection against such criminal acts, Charter School shall, at its own cost, obtain insurance coverage for its personal property stored on the Premises.

ARTICLE 9 **MAINTENANCE, REPAIR, DAMAGE AND DESTRUCTION**

9.1 Charter School Maintenance Obligations. Charter School, at its own expense, shall maintain the Premises and Improvements in a safe and clean condition, free of trash and other nuisances. Charter School shall provide and pay for garbage and trash removal, janitors, maintenance personnel and other persons who perform duties connected with the operation and maintenance of the Premises.

9.2 District's Maintenance Obligations. District will not be responsible for the regular maintenance of the Property. The District shall retain the right to periodically inspect the Sites. The District will inform the Charter School of deficiencies and provide a reasonable opportunity for the Charter School to correct same. Charter School's repeated and persistent

failure to correct deficiencies in a timely manner will require that the Charter School use District custodial services and pay its proportionate cost. In the event District assumes custodial responsibilities pursuant to this section, and Charter School desires to resume regular maintenance of the Property, Charter School shall provide Notice of such intent and the District shall, in its reasonable discretion, allow Charter School to resume maintenance within 60 days of receipt of such notice, or sooner as the parties may reasonably agree.

9.3 Deferred Maintenance. Charter School shall be responsible for the “deferred maintenance” of the Sites. For purposes of this section, deferred maintenance projects include those that are major in scope. Deferred maintenance includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and flooring systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582.

9.4 Damage or Destruction Covered by Insurance. In the event of damage to or destruction of all or any portion of the Improvements on the Premises arising from a risk covered by the insurance described in Article 10, Charter School shall, at its own cost and expense, and without any cost or expense of District, within a reasonable time commence and proceed diligently to repair, reconstruct and restore (collectively, "**restore**") the Improvements to substantially the same condition as they were in immediately prior to the casualty, whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. Charter School shall be responsible for all insurance deductibles attributable to the Improvements and for all costs of restoration of the Improvements in excess of insurance proceeds for the Improvements. Except as expressly set forth below, this Master Lease shall continue in full force and effect, notwithstanding such damage or destruction.

9.5 Damage or Destruction Not Covered by Insurance. In the event of any damage to or destruction of all or any portion of the Improvements arising from a risk which is not covered by the insurance described in Article 10, Charter School shall, at its own cost and expense and without any cost or expense of District, within a reasonable time, commence and proceed diligently to restore the Improvements to substantially the same condition as they were in immediately prior to the casualty. In the event the loss is covered by the District's insurance, the District shall reimburse Charter School for actual costs incurred for reconstruction and restoration of the Premises, not to exceed the amount of insurance proceeds received by the District. This Master Lease shall continue in full force and effect notwithstanding such damage or destruction.

9.6 Access. Charter School shall have access to the Premises at all hours and times, including during its operating hours, which may differ from District operating hours.

ARTICLE 10 **INDEMNIFICATION AND INSURANCE**

During the Term, the following indemnification and insurance requirements shall be in effect. Either Party, at its sole option, may elect to use a program of self-insurance or commercial insurance to satisfy its insurance requirements.

10.1 Indemnification. Charter School shall, to the fullest extent permitted by law, indemnify District, its Board of Trustees, employees, agents and volunteers ("**District's Agents**"), against, and to protect, defend, and save them harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), for death of or injury to person or damage to property arising out of (i) any occurrence in, upon or about the Premises or the Improvements during the term of this Master Lease, (ii) Charter School' use, occupancy, repairs and maintenance of the Premises, the Improvements and all fixtures, equipment and personal property thereon, and (iii) any act or omission of Charter School, its members, directors, officers, agents, employees, servants, contractors and invitees ("**Charter School' Agents**"), except to the extent caused by the active negligence or willful misconduct of District or District's Agents. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), the Charter School, upon notice from District, shall defend the same at the Charter School's expense. The Charter School shall give prompt written notice to the District Superintendent in case of casualty or accidents in or on the Sites. Charter School's obligation under this Section 10.1 shall survive the expiration or earlier termination of this Master Lease.

10.2 General Insurance – Charter School Requirements. Without limiting Charter School' indemnification of the District and at its own expense, prior to entering the Premises to install any Improvements and continuing at all times during the Term, Charter School shall provide and maintain the following programs of insurance:

10.2.1 Insurance During Construction. During the period of the construction of any improvements on the Property, Charter School shall at its own expense obtain and keep in force builder's risk insurance, insuring Charter School, District, Lender, and such other parties as Charter School may designate as an additional insured hereunder, against all risks of physical loss and/or damage from any cause to all buildings, structures, materials and real property to be improved, located on or forming a part of the Premises.

10.2.2 General Liability. Commercial general liability insurance, on an occurrence basis, insuring Charter School and its agents, employees, independent contractors and volunteers against all bodily injury, property damage, personal injury and other covered loss arising out of the use, occupancy, improvement and maintenance of the Premises and the program operated by Charter School on the Premises. Such insurance shall have a minimum combined single limit of liability per occurrence of not less than five million (\$5,000,000.00) dollars and a general aggregate limit of ten million (\$10,000,000.00) dollars. Such insurance shall name the District, the Board and each member of the Board, its officers, employees, agents and volunteers as additional insureds. The amount of such insurance may be reviewed and revised by mutual agreement of the Parties. The Charter School shall be responsible, at its sole expense, for separately insuring its owned or leased personal property.

10.2.3 Workers' Compensation. Workers Compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

10.2.4 Evidence of Insurance. Prior to Charter School' use of the Premises, and no later than July 15, 2018, Charter School shall deliver to the District copies or certificates of insurance for the insurance policies required to be obtained in compliance with this Article 10, along with written evidence of payment of required premiums. At least thirty (30) days prior to expiration of any such policy, Charter School shall deliver to the District a certificate evidencing renewal or a new policy, together with evidence of payment of the required premiums, which shall be filed and maintained with the District annually during the Term.

10.3 Notification. Each Party shall immediately notify the other Party of any claim or litigation that may result in liability to the other Party.

10.4 Insurance Policies. All of the policies of insurance referred to in this Article 10 shall be written by companies authorized to do business in California and rated A VIII or better in Best's Insurance Guide; upon review and approval by the District, which shall not be unreasonably withheld, conditioned, or denied, insurance through a Joint Powers Authority shall be sufficient to meet this requirement. Each insurer referred to in this Article 10 shall agree, by endorsement on the applicable policy or by independent instrument furnished to District, that it will give District at least ten (10) days' prior written notice before the applicable policy is cancelled for non-payment of premium, and thirty (30) days' prior written notice before the applicable policy is cancelled or altered in coverage, scope, amount or other material term for any other reason (although any failure of an insurer to give notice as provided herein shall not be a breach of this Master Lease by Charter School). To the extent each insurer fails to provide notice as specified above, Charter School shall provide the District with at least ten (10) days' prior written notice before the applicable policy is cancelled for any reason. No policy shall provide for a deductible amount in excess of \$100,000 unless approved in advance in writing by the District. Charter School shall deliver to District copies of the insurance policies required to be carried by Charter School, certified by the insurer, or certificates evidencing such insurance policies, issued by the insurer, together with evidence of payment of the required premiums, prior to the required date for commencement of such coverage. At least thirty (30) days prior to expiration of any such policy, Charter School shall deliver to District a certificate evidencing renewal, or a certified copy of a new policy or certificate evidencing the same, together with evidence of payment of the required premiums. If Charter School fails to provide to District any such policy or certificate by the required date for commencement of coverage, or within fifteen (15) days prior to expiration of any policy, or to pay the premiums when required, District shall have the right, but not the obligation, to procure said insurance and pay the premiums. Any premiums so paid by District shall be repaid by Charter School to District on or before the first day of the next calendar month following any such payment by District.

ARTICLE 11 **ASSIGNMENT AND SUBLEASING**

11.1 Assignment and Subleasing. Charter School shall not, either voluntarily or by operation of law, sell, assign, hypothecate or transfer this Master Lease, or sublease the Premises or any part thereof, or permit or suffer the Premises or any part thereof to be used or occupied as work space, storage space, concession or otherwise by anyone other than Charter School without the prior written consent of District in each instance, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Charter School may assign this Master

Lease to an entity under common control of Charter School upon sixty (60) days' written notice to the District. The District shall review and approve any use or sublease agreement. The consent by District to an assignment or sublease shall not be deemed effective until approved or ratified by the Board. The consent by District shall not relieve Charter School or any assignee of this Master Lease or sublessee of the Premises from obtaining the consent of District to any further assignment or sublease or as releasing Charter School or any assignee or sublessee of Charter School from full and primary liability.

11.1.1 Sublease to Continentals of Omega Boys and Girls Club (“Omega”).

The Charter School shall enter into a sublease with the Continentals of Omega Boys and Girls Club (“Omega”) for the minimum Term of twenty (20) years which shall permit Omega to access the facilities on the North Everest Site consistent with Charter School’s programmatic needs, which shall take first priority. The Charter School shall have the option to have any work performed by Charter School to improve the Omega site approved by either the Division of the State Architect or the City of Vallejo.

11.2 Sublease Terms. Any and all subleases shall be expressly made subject to all of the terms, covenants, and conditions of this Master Lease. The term of any sublease shall not extend beyond the term of this Master Lease and any extensions hereof. Each sublease shall contain a provision stating that in the event of Charter School's default under this Master Lease, the sublessee shall attorn to District.

11.3 Liability. Notwithstanding any subletting or assignment, Charter School shall remain fully and primarily liable for the payment of all Rent and other sums due and for the full performance of all other terms, conditions, and covenants to be kept and performed by Charter School. The acceptance of Rent or any other sum due hereunder, or the acceptance of performance of any other term, covenant, or condition from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Master Lease or a consent to any subletting or assignment of the Premises.

ARTICLE 12

Intentionally Omitted.

ARTICLE 13
HAZARDOUS MATERIALS

13.1 Compliance. During the term of this Master Lease, Charter School, at its sole cost, shall comply with all federal, state and local laws, statutes, ordinances, codes, regulations and orders relating to the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release and disposal of Hazardous Material (as defined below) in or about the Property or the Improvements. Charter School shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises in a manner or for a purpose prohibited by any federal, state, or local agency or authority.

13.2 Notice. Charter School shall immediately provide the District with telephonic notice, which shall promptly be confirmed by written notice, of any and all spillage, release and disposal of Hazardous Material on the Premises which by law must be reported to any federal, state, or local agency, and any resulting injuries or damages.

13.3 Indemnification. Charter School agrees to indemnify the District against, and to protect, defend, and save it harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), which result from Charter School' (or from its agents) receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Premises. District shall be responsible for and shall indemnify, protect, defend and hold harmless Charter School on the same basis as above for any claims which result from Hazardous Material existing on the Premises prior to the Term Commencement Date or which are caused by District's receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Premises.

13.4 Costs. The indemnification of District and District's Agents by Charter School pursuant to the preceding Section 13.3 includes, without limiting the generality of Section 13.3, reasonable costs incurred in connection with any investigation of property conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil, subsoil, ground water, or elsewhere on, under or about the Premises, or on, under or about any other property in the vicinity of the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Charter School results in any contamination of the Premises, or underlying soil or groundwater, Charter School shall promptly take all actions at its sole expense as are necessary to return the Premises to that condition required by applicable law, provided that the District's approval of such action shall first be obtained, which approval shall not be unreasonably withheld, except that Charter School shall not be required to obtain District's prior approval of any action of an emergency nature reasonably required or any action mandated by a governmental authority, but Charter School shall give District prompt notice thereof.

13.5 Inspection. At any time prior to the expiration or earlier termination of the Master Lease, District shall have the right to enter upon the Premises or the Improvements at all reasonable times and at reasonable intervals in order to conduct appropriate tests regarding the presence, use and storage of Hazardous Material. Charter School will pay the reasonable costs of any such test which demonstrates that contamination in excess of permissible levels has occurred and such contamination was caused by Charter School' use of the Premises during the term of the Master Lease. Charter School shall correct any deficiencies identified in any such tests in accordance with its obligations under this Article 13 to the extent such deficiencies are the result of Charter School' use of the Premises during the term of this Master Lease.

13.6 Survive Termination. The Parties' obligations under this Article 13 shall survive the termination of the Master Lease.

13.7 Definition of Hazardous Material. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), or (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

ARTICLE 14 **DEFAULT AND REMEDIES**

14.1 Default. All covenants and agreements contained in this Master Lease are declared to be conditions to this Master Lease. Should Charter School fail to perform any covenant, condition or agreement contained in this Master Lease, including but not limited to those listed below, and the breach is not cured within the designated cure period, or if not designated, within thirty (30) days after written notice is served on Charter School by District, then Charter School shall be in default under this Master Lease.

14.1.1 Failure to Pay Rent or Other Money. The failure of Charter School to pay when due any rent, monies or charges required by this Master Lease to be paid by Charter School.

14.1.2 Failure to Act. The failure of Charter School to do any act, other than the payment of rent, monies or charges required by this Master Lease to be done by Charter School.

14.1.3 Prohibited Act. Charter School causing, permitting or suffering to be done any act (i) required by this Master Lease to have the prior written consent of District, unless such consent is so obtained, or (ii) prohibited by this Master Lease.

14.1.4 Revocation of Charter. The revocation of Charter School's charter by the District or cessation of the Charter School's program for any reason, except that no default shall exist until such time as the Charter School has exhausted all statutory and judicial appeals related thereto.

14.1.5 Insolvency. (a) The appointment of a receiver to take possession of the Premises or Improvements, or interest in, to and under this Master Lease, the leasehold estate or of Charter School's operations on the Premises for any reason, including without limitation, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, when not released within sixty days; (b) an assignment by Charter School for the benefit of creditors; or the voluntary filing by Charter School or the involuntary filing against Charter School of a petition for the purpose of (i) adjudicating Charter School a bankrupt, (ii) extending time for payment, (iii) satisfaction of Charter School's liabilities, or (iv) reorganization, dissolution, or arrangement on account of, or to prevent, bankruptcy or insolvency; provided, however, that in

the case of any such proceeding, if all consequent actions are dismissed, vacated, or otherwise terminated within ninety (90) days after the filing, then Charter School shall not be in default under this article; and (c) the subjection of any right or interest of Charter School to or under this Master Lease to attachment, execution, or other levy, or to seizure under legal process when the claim against Charter School is not released within ninety (90) days.

14.1.6 Abandonment. The abandonment or vacation of the Sites by the Charter School, except that the Charter School's regularly scheduled vacations and holidays, shall not be considered an abandonment.

14.2 Cure Period. In the event of a breach by Charter School of one of the material covenants, conditions, or obligations in this Master Lease, the District shall give Charter School written notice of said breach and time to cure. Failure to cure a breach, where such failure continues after written notice to Charter School and after a thirty (30) day opportunity to cure shall constitute a default ("**Default**"); provided, however, that if the nature of the breach is such that more than thirty (30) days are reasonably required to cure the breach, then Charter School shall not be deemed to be in default if Charter School commences such cure within the thirty (30) day period and thereafter diligently and in good faith continues to cure the breach.

14.3 Intention. It is the intention of both Parties to work together to find a remedy to any and all disputes. Therefore, the Parties agree that termination and/or legal action shall be the remedy of last resort. In the event of a dispute both Parties agree to meet and work in good faith to find a remedy that preserves this Master Lease. In the event that a remedy cannot be found, the actions set for in 14.4 may be taken.

14.4 Remedies. If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach, take the following actions:

14.4.1 Termination. In the event of a Default by Charter School, and without limiting the District in the exercise of any additional right or remedy which the District may have, the District shall be entitled to terminate Charter School's use and possession of the Premises and Improvements by delivering written notice of such termination to Charter School. Upon receipt of the notice of termination, Charter School shall immediately surrender possession of the Premises and Improvements to the District. Charter School may remove such personal property from the Premises and Improvements as can be removed without damage to the Premises and Improvements and shall surrender possession of the Premises and Improvements in a clean and orderly condition. Any property not removed by Charter School within ninety (90) days of receipt of the notice of termination shall become the property of the District. Upon request by the Charter School, and in the District's reasonable discretion, Charter School's surrender of the Premises and Improvements may be delayed until the end of the then-current school year, with the goal of minimizing disruption to the Charter School's students. Such delay does not constitute a waiver of District's right to pursue other remedies in the event of default.

14.4.2 Additional Remedies. The District may seek any additional remedy available at law or in equity in addition to termination of this Master Lease, including, but not

limited to injunctive relief and damages. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.

14.5. District Default and Charter School Remedies. The District shall be considered in default of this Lease for failure by the District to observe or perform any of its express covenants or obligations hereunder which continue beyond the notice and cure period provided herein. Charter School shall provide the District with written notice of any default and the District shall have thirty (30) business days to provide a response to Charter School either evidencing compliance with the terms of this Lease or a plan to cure the default and a reasonable timeline acceptable to Charter School within which the District will diligently prosecute the same to completion.

Charter School's Remedies. In the event of a material default or breach by District, and if the District has received notice from the Charter School but has failed to cure the deficiency subject to the fifteen day notice period, Charter School shall have the right to enforce its right or remedies now or later available to it under this Lease, at law or in equity.

ARTICLE 15 **QUIET ENJOYMENT AND RIGHT OF ENTRY**

15.1 Quiet Enjoyment. District covenants and agrees that it will not take any action to prevent Charter School' quiet enjoyment of the Premises and Improvements during the term of this Master Lease.

15.2 Right of Entry. District reserves the right for any of its duly authorized representatives to enter the Premises and Improvements at any time without notice, including in the event of an emergency. District will give Charter School at least 24 hour notice prior to accessing the Charter School's exclusive use space or, at a minimum, such notice that is reasonable and appropriate under the circumstances, except in case of an emergency. Those accessing the Charter School's exclusive use space shall provide or carry identification allowing the Charter School to verify their right to enter, and shall comply with Charter School's security procedures. For each of the aforesaid purposes, the District shall at all times have and retain a key with which to unlock all of the doors located on the Sites, excluding the Charter School's vaults and safes, and the District shall have the right to use any and all means which the District may deem proper to open said doors in an emergency to obtain entry to the Sites. Entry to the Sites obtained by the District under this section shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Sites, or an eviction of the Charter School from the Sites or any portion thereof.

ARTICLE 16
SIGNS AND LIGHTS

16.1 Signs and Lights. Charter School shall not place any sign or install any lights on the Premises or Improvements without the District's prior written consent, which shall not be unreasonably withheld. Charter School shall comply with all local municipality's requirements regarding signs.

ARTICLE 17

Intentionally Omitted.

ARTICLE 18

Intentionally Omitted.

ARTICLE 19
GENERAL PROVISIONS

19.1 Waiver and Modification. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing. No provision of this Master Lease may be modified, amended or added to except by an agreement in writing signed by both Parties.

19.2 Applicable Law and Venue. This Master Lease and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue shall lie only in the County of Solano.

19.3 Time. Time is of the essence with respect to the performance of every provision of this Master Lease in which time of performance is a factor.

19.4 No Agency. Nothing in this Master Lease or in the relationship between District and Charter School shall be deemed or construed to create or constitute an agency relationship.

19.5 Amendments. This Master Lease contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Master Lease may be modified only in a writing signed by the Parties.

19.6 Authority to Execute Lease. District and Charter School each acknowledge that it has all necessary right, title and authority to enter into and perform its obligations under this

Master Lease, that this Master Lease is a binding obligation of such Party and has been authorized by all requisite action under the Party's governing instruments, that the individuals executing this Master Lease on behalf of such Party are duly authorized and designated to do so, and that no other signatories are required to bind such Party.

19.7 Consents. Whenever consent or approval of either Party is required, that Party shall not unreasonably withhold or delay such consent or approval, except as may be expressly set forth to the contrary.

19.8 Entire Agreement. The terms of this Master Lease are intended by the Parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.

19.9 Severability. Any provision of this Master Lease which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

19.10 Impartial Construction. The language in all parts of this Master Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either District or Charter School.

19.11 Successors and Assigns. Each of the covenants, conditions, and agreements herein contained shall inure to the benefit of and shall apply to and be binding upon the Parties and their respective administrators, successors, assigns, or any person who may come into possession of the Premises, the Improvements, or any part thereof. Nothing contained in this Section 18.11 shall in any way alter the provisions regarding subleasing provided in this Master Lease.

19.12 Notices. All notices, demands and communications between District and Charter School shall be in writing and given by personal delivery; facsimile transmission; electronic mail; registered mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to District or Charter School at the addresses shown in Section 2.1.5 above. Either Party may, by notice to the other given pursuant to Section 2.1.5, specify additional or different addresses for notice purposes.

19.13 Counterparts. This Master Lease may be executed in one or more counterparts, each of which shall constitute an original.

19.14 Nondiscrimination. District, Charter School and all others who from time to time may use the Premises and Improvements described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

19.15 Effectiveness. This Master Lease shall not be effective until the governing boards of both Parties have approved it.

[Signatures on following page]

Signature Page

Master Lease between District and Mare Island Technology Academy

IN WITNESS WHEREOF, the Parties have executed this Master Lease as of the dates listed below.

DISTRICT

VALLEJO CITY UNIFIED SCHOOL DISTRICT

a school district organized and existing
under the laws of the State of California.

By: _____
Mitch Romao
Chief Operations Officer

Date: _____

CHARTER SCHOOL

MARE ISLAND TECHNOLOGY ACADEMY

a California nonprofit public benefit corporation

By: _____
Matt Smith
Director

Date: _____

APPROVED AS TO FORM:

FAGEN FRIEDMAN & FULFROST, LLP

By: _____
Mark S. Williams,
Attorney for Vallejo City Unified School District

Date: _____

[CHARTER LEGAL COUNSEL]

By: _____
Sarah Kollman,
Attorney for Mare Island Technology Academy

Date: _____

LEASE EXHIBIT A
MAP OF SITES



- Site 1: “Everest Site”
- Site 2: “North Everest”
- Site 3: “Farm Pasture”

ATTACHMENT "1"
Description of Site
EVEREST SITE



Description:

Address 425 Corcoran Ave, Vallejo, CA 94589

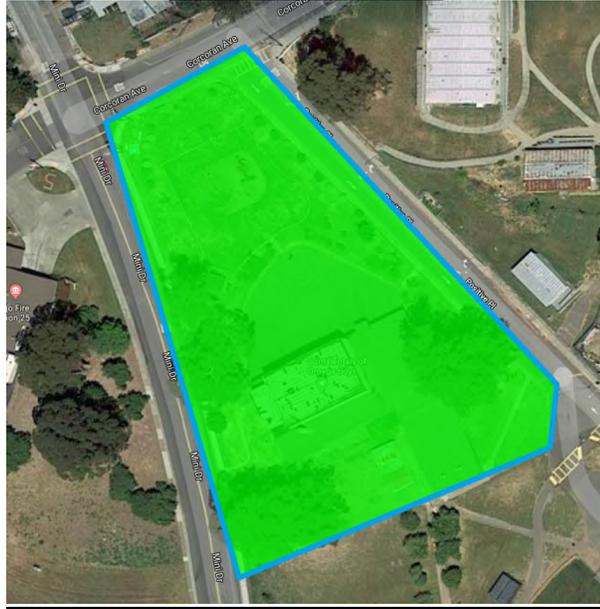
USE OF EVEREST SITE

Charter School shall only use the Everest Site for the purpose of housing in-District students in the 6th grade for the 2018-2019 school year. Subsequently, the Charter School shall only use the Everest Site in a manner consistent with the Charter School's charter petitions.

District Initials _____

Charter School Initials _____

ATTACHMENT “2”
Description of Site 2
NORTH EVEREST



Description:

Address 1 Positive Place, Vallejo CA 94589

USE OF NORTH EVEREST SITE

Charter School shall use the North Everest Site for the purpose of housing in-District students in the 6th grade for the 2018-2019 school year. Subsequently, the Charter School shall use the North Everest Site in a manner consistent with the Charter School’s charter petitions

The Charter School shall enter into a sublease with the Continentals of Omega Boys and Girls Club (“Omega”) consistent with the terms of this Agreement which shall permit Omega to access the facilities on the North Everest Site consistent with Charter School’s programmatic needs.

District Initials _____

Charter School Initials _____

ATTACHMENT "3"
Description of Site 3
FARM PASTURE



Description: Constitutes the field adjacent to the Mare Island Technology Academy, across from the Loma Vista Farm.



Address Approximately 298 Ranier Ave, Vallejo, CA 94589

USE OF FARM PASTURE

MIT shall only use the Farm Pasture Site in a manner consistent with the Charter School's charter petitions.

District Initials _____

Charter School Initials _____

LEASE EXHIBIT B
LEGAL DESCRIPTION OF SITES

LEASE EXHIBIT C
NOTICE OF NON-RESPONSIBILITY

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Vallejo City Unified School District
Attn: Mitch Romao, Chief Operations Officer
665 Walnut Ave
Vallejo, CA 94592

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF NON-RESPONSIBILITY
(Pursuant to Civil Code Sections 8102, 8144)

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the **VALLEJO CITY UNIFIED SCHOOL DISTRICT**, located at 665 Walnut Ave, Vallejo, CA 94592, has obtained knowledge that a work of improvement has commenced on the building commonly referred to as the **[INSERT SITE NAME]** located on a portion of the real property owned by the **VALLEJO CITY UNIFIED SCHOOL DISTRICT** at **[INSERT ADDRESS]**, **County of Solano, State of California**, further described on **Exhibit A** attached hereto.

The nature of **VALLEJO CITY UNIFIED SCHOOL DISTRICT'S** title or interest in the property is fee owner of the real property. The name of the entity causing the work of improvement to be performed is the **MARE ISLAND TECHNOLOGY ACADEMY**, a non-profit California corporation, the official steward of the **[INSERT SITE NAME]** under a Master Lease Agreement dated **[INSERT DATE OF AGREEMENT]**.

The undersigned hereby gives notice that **VALLEJO CITY UNIFIED SCHOOL DISTRICT** will not be responsible for any claims arising from the work of improvement.

Date: _____

VALLEJO CITY UNIFIED SCHOOL DISTRICT

a school district existing and operating under the laws of the state of California

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Solano

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

LEASE EXHIBIT D
SUBLEASE

To be inserted behind this page.