



CABRILLO POINT ACADEMY

13915 Danielson St., #200, Poway, California 92064
Phone (619) 404-3190 * Fax (619) 749-1792

**Special Board Meeting
Cabrillo Point Academy
3152 Red Hill Ave. #150
Costa Mesa, CA 92626
September 30, 2021 – 4:00pm**

Through Teleconference

Join Zoom Meeting

<https://charter-academy.zoom.us/j/82601357991>

Meeting ID: 826 0135 7991

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AGENDA

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Closed Session – Conference with Legal Counsel – Anticipated Litigation (Four Cases) § 54956.9
5. Consent Agenda

The following items are considered by the Senior Director to be of a routine nature. The last item in this section is a single vote to approve them en masse with one motion. Any recommendation may be removed at the request of any Board Member and placed on the regular agenda.

- a. August Regular Board Meeting Minutes
 - b. September Special Board Meeting Minutes
6. Discussion and Potential Action on the Memorandum of Understanding Regarding the Corona Pointe Lease

7. Discussion and Potential Action on August Financial Report
8. Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361
9. Announcement of Next Regular Scheduled Board Meeting
10. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items either in person through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Any person on zoom wishing to speak please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Cabrillo Point Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at (619) 749-1974 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).



CABRILLO POINT ACADEMY

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Phone (619) 404-3190 * Fax (619) 749-1792

Regular Scheduled Board Meeting – Cabrillo Point Academy

August 26, 2021 – 1:00pm

3152 Red Hill Ave., #150, Costa Mesa, CA 92626

Attendance: Caroline Moon, Sherri McFadden, Lisa Rumsey, Natasha Brunstetter, Gloria Antonini
Through Teleconference

Also Present: Jenna Lorge, Erika Vanderspek
Through Teleconference

Call to Order

Caroline Moon called the meeting to order at 1:02 pm.

Approval of the Agenda

- Caroline Moon motioned to approve the agenda.
- Lisa Rumsey seconded.
- Unanimous

Public Comments

No public comments.

Closed Session –

- Caroline Moon motioned to enter closed session at 1:04 pm. Sherri McFadden seconded.
- Unanimous

a. Conference with Legal Counsel – Anticipated Litigation (Five Cases) § 54956.9

- Caroline Moon motioned to leave closed session at 2:18 pm. Natasha Brunstetter seconded.
- Unanimous

Case #– 2117315 Caroline Moon motioned to approve, Natasha Brunstetter seconded. – Unanimous. Case settled

Case #– 1955102 Lisa Rumsey motioned to approve, Sherri McFadden seconded. -Unanimous. Case settled

Case #– 1955112 Natasha Brunstetter motioned to approve, Gloria Antonini seconded. – Unanimous. Case settled

Case #– 1094548 Sherri McFadden motioned to approve, Lisa Rumsey seconded. – Unanimous. Case settled

Case #– § 54956.9 no action taken

Caroline Moon motioned to approve Invoice \$1,181.25, Lisa Rumsey seconded. -Unanimous

Discussion and Potential Action on the Consent Agenda

- Lisa Rumsey motioned to approve the Consent Agenda Items. Natasha Brunstetter seconded.
- Unanimous

Discussion and Potential Action on the 2020-2021 Unaudited Actual Report

Tyler Myers will send the Unaudited Actual Report to the Auditor and Authorizer.

-Caroline Moon motioned to approve the 2020-2021 Unaudited Actual Report. Natasha Brunstetter seconded.

-Unanimous

Discussion and Potential Action on the 2020-2021 Education Protection Account Actual Report

Tyler Myers presented the 2020-2021 EPA Actual Report.

-Lisa Rumsey motioned to approve the 2020-2021 Education Protection Account Actual Report. Gloria Antonini seconded.

-Unanimous

Discussion and Potential Action on the Consolidated Application Second Report (2022)

Tyler Myers presented the Consolidated Application Second Report.

-Caroline Moon motioned to approve the Consolidated Application Second Report (2022). Natasha Brunstetter seconded.

-Unanimous

Senior Director's Report

- a. Meet the Cabrillo Point Team: Announcement of CPA leadership presentation
- b. Many new hires.
- c. AB 130:
 - i. Requires a plan to provide opportunities for live interaction & synchronous instruction
 - ii. Updated Independent study policy & Master Agreements
 - iii. Extended 2 year charter term (June 2026)
- d. Testing and Assessment: STAR 360 logins sent. Due date goal is Sept. 3.
- e. Parents on Course: workshops offered by outside guest speakers and staff
- f. Picture Days announced. Meet-up park day events scheduled.
- g. COVID vaccine/testing mandate reviewing requirements
- h. Orientation Sessions on Wednesday afternoons at 1:30pm online

Discussion and Potential Action on the 2021-2022 English Learner Master Plan

Jennifer Carrete presented the English Learner Master Plan for 2021-2022.

-Natasha Brunstetter motioned to approve the 2021-2022 English Learner Master Plan. Gloria Antonini seconded.

-Unanimous

Discussion and Potential Action on the Memorandum of Understanding for Participation in Teaching Induction Program

Jennifer Carrete presented the MOU for this agenda item.

-Caroline Moon motioned to approve the Memorandum of Understanding for Participation in Teaching Induction Program.

-Sherri McFadden seconded.

-Unanimous

Discussion and Potential Action on the Resolution on the Legal Extension of the Charter Term

New expiration date will be June 2026.

-Natasha Brunstetter motioned to approve the Legal Extension of the Charter Term. Sherri McFadden seconded.

-Unanimous

Discussion and Potential Action on the AB-104 Supplemental Retention Policy

Gillian Simcox presented. Timeline is changed a little for this year. Retention can happen immediately rather than having to wait for the following school year.

-Caroline Moon motioned to approve the AB-104 Supplemental Retention Policy. Sherri McFadden seconded.

-Unanimous

Discussion and Potential Action on the Transportation Policy

Requirements outlined in detail.

-Lisa Rumsey motioned to approve the Transportation Policy. Natasha Brunstetter seconded.

-Unanimous

Discussion and Potential Action on the Homeschool Teacher Contract Amendment for Exceeding Roster Cap

-Caroline Moon motioned to table the Homeschool Teacher Contract Amendment for Exceeding Roster Cap.

Sherri McFadden seconded.

-Unanimous

Discussion and Potential Action on the Sublease and Shared Use Agreement

Cabrillo has 5 suites in the Poway building. PCA will take 3 of the suites. Cabrillo will sublease to PCA and MVA.

-Caroline Moon motioned to approve the Sublease and Shared Use Agreement. Gloria Antonini seconded.

-Unanimous

Discussion and Potential Action on the Operational Memorandum of Understanding Between Dehesa School District and Cabrillo Point Academy

-Caroline Moon motioned to approve the Operational Memorandum of Understanding Between Dehesa School District and Cabrillo Point Academy. Natasha Brunstetter seconded.

-Unanimous

Discussion and Potential Action on the Special Education Memorandum of Understanding Between Dehesa School District and Cabrillo Point Academy

-Sherri McFadden motioned to approve the Special Education Memorandum of Understanding Between Dehesa School District and Cabrillo Point Academy. Natasha Brunstetter seconded.

-Unanimous

Discussion and Potential Action on Corporate Updates

-Caroline Moon motioned to table Corporate Updates. Gloria Antonini seconded.

-Unanimous

Closed Session – Conference with Legal Counsel – Anticipated Litigation (One Case) § 54956.9

Caroline Moon motioned to enter closed session at 3:11pm. Natasha Brunstetter seconded.

-Unanimous

Caroline Moon motioned to leave closed session at 3:56pm. Sherri McFadden seconded.

-Unanimous

-No action taken

Announcement of Next Regular Scheduled Board Meeting

September 30, 2021 @ 1:00pm

Adjournment

-Caroline Moon motioned to adjourn at 3:58pm. Sherri McFadden seconded.

-Unanimous

Prepared by:

Lisa Rumsey

Noted by:

Board Secretary



CABRILLO POINT ACADEMY

13915 Danielson St., #200, Poway, California 92064

Phone (619) 404-3190 * Fax (619) 749-1792

Special Board Meeting – Cabrillo Point Academy

September 15, 2021 – 12:00pm

3152 Red Hill Ave., #150, Costa Mesa, CA 92626

Attendance: Sherri McFadden, Natasha Brunstetter, Gloria Antonini
Through Teleconference

Also Present: Jenna Lorge, Erika Vanderspek
Through Teleconference

Absent: Lisa Rumsey, Caroline Moon

Call to Order

Sherri McFadden called the meeting to order at 12:06 pm.

Approval of the Agenda

- Sherri McFadden motioned to approve the agenda.
- Natasha Brunstetter seconded.
- Unanimous

Public Comments

No public comments.

Board Training – Finance

Spencer Styles provided training on compliance reporting. Training included SACS code structure, authorizer reporting, annual audit and tax reporting, special education funding, federal and state funding, and COVID funding.

Board Training – Brown Act, Conflict of Interest, and Legislative Updates

Jennifer McQuarrie presented annual Brown Act training and presented information about conflict of interest, Government Code 1090, Political Reform Act, and provided legislative updates impacting non-classroom-based independent study charter schools.

Announcement of Next Regular Scheduled Board Meeting

September 30, 2021, at 1:00 pm

Adjournment

Natasha Brunstetter motioned to adjourn at 2:28 pm. Gloria Antonini seconded.
-Unanimous

Prepared by:

Erika Vanderspek

Noted by:

Board Secretary

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into and made effective on September 30, 2021 by and between PACIFIC COAST ACADEMY, a California public charter school and California non-profit public benefit corporation ("PCA"), MISSION VISTA ACADEMY, a California public charter school and California non-profit public benefit corporation ("MVA"), and CABRILLO POINT ACADEMY, a California public charter school and California non-profit public benefit corporation ("CPA").

RECITALS

WHEREAS, PCA, MVA, and CPA were all formerly Inspire Charter Schools-related California public charter schools and all terminated their relationships with Provenance, ostensible successor-in-interest to Inspire Charter Schools, as of June 30, 2021;

WHEREAS, during their time as Inspire Charter Schools-related California public charter schools, Inspire Charter Schools and/or Provenance exercised authority over PCA, MVA, and CPA and entered into transactions on their behalf or at their behest sometimes without the knowledge of the employees of PCA, MVA and CPA charged with operating the schools;

WHEREAS, on or about March 20, 2018, Inspire Charter Schools and/or Provenance purportedly entered into a lease on behalf of PCA so entered into a lease at the behest of Inspire Charter Schools and/or Provenance, a true and correct copy of which is attached hereto as **Exhibit A** and which is incorporated herein by reference;

WHEREAS, Inspire Charter Schools and/or Provenance instructed PCA, MVA, and CPA that the premises that are the subject of Exhibit A were intended for MVA's use and that CPA would pay the associated security deposit in the amount of \$60,000, despite the fact that the lease that is attached as Exhibit A indicated that the lessee was PCA;

WHEREAS, Inspire Charter Schools and/or Provenance entered into a sublease concerning the premises that are the subject of Exhibit A, a true and correct copy of which is attached hereto as **Exhibit B** and which is incorporated herein by reference, so informed PCA, MVA, and CPA, and apparently a security deposit from the sublessee in the amount of \$9,609.20;

WHEREAS, on or about July 1, 2021, Provenance entered into an assignment for the benefit of creditors ("ABC") as an alternative to a formal initiation of a bankruptcy proceeding;

WHEREAS, on or about August 23, 2021 the sublessee under the sublease attached hereto as Exhibit B, abandoned the premises that are the subject of Exhibit C, and the lessor under the lease attached as Exhibit A issued an invoice for unpaid charges to PCA in the amount of \$11,100.67, a true and correct copy of which is attached hereto as **Exhibit C** and which is incorporated herein by reference;

WHEREAS, PCA does not desire to be the lessee under the lease attached as Exhibit A, MVA desires to be the lessee under a lease concerning the premises that are the subject of Exhibit A, and CPA desires return of the \$60,000.00 security deposit under the lease attached as Exhibit A;

WHEREAS, PCA, MVA, and CPA wish to work together collaboratively to solve the problems presented herein by Inspire Charter Schools and/or Provenance and as expressed in this MOU, and which problems were not the creation of PCA, MVA, or CPA; and

WHEREAS, the lessor of the premises that are the subject of Exhibit A has agreed to offer MVA a new lease concerning the same premises, to terminate the PCA lease identified as Exhibit A on the condition that MVA approves the new offered by lessor, and to distribute the \$60,000.00 security deposit made by CPA pursuant to instructions received by PCA on the same condition.

NOW THEREFORE, PCA, MVA, and CPA agree as follows:

AGREEMENT

1. MVA's board will consider the new lease offered by the lessor of the premises that are the subject of Exhibit A at its regularly scheduled board meeting on September 30, 2021, a true and correct copy of the agenda of which is attached hereto as **Exhibit D** and which is incorporated herein by reference, and with true and correct copies of the new lease (and associated addendum) attached hereto as **Exhibit E** and **Exhibit F**, and which are incorporated herein by reference.
2. Upon MVA's approval of the new lease and addendum attached as Exhibit E and Exhibit F, PCA will enter into the First Amendment to Lease with lessor, a true and correct copy of which is attached hereto as **Exhibit G** and which is incorporated herein by reference.
3. On or about October 1, 2021, PCA shall instruct the lessor of the premises subject to Exhibit A (i) to pay the unpaid charges attached hereto as Exhibit C from the \$60,000.00 security deposit, leaving a balance of \$48,899.33, (ii) to issue payment to CPA in the amount of \$8,899.33, leaving a balance of \$40,000.00, and (iii) that the remaining amount shall serve as the security deposit under the MVA lease attached hereto as Exhibit E and Exhibit F, by and through the communication attached hereto as **Exhibit H** and which is incorporated herein by reference.
4. On or about October 1, 2021, MVA shall pay CPA a sum of \$40,000.00, reflecting the security deposit being held by the lessor under the MVA lease attached hereto as Exhibit E and Exhibit F.

5. By October 31, 2021, PCA and MVA shall each pay CPA the sum of \$3,700.22 as their respective one-third share of the unpaid charges of \$11,100.67 so that PCA, MVA, and CPA each bear an equal share of those unpaid charges attached as Exhibit C because no party to this MOU created the problems presented herein by Inspire Charter Schools and/or Provenance and because they all benefit from this MOU in that PCA will no longer be in a leasehold relationship with the lessor concerning the premises that are the subject of Exhibit A, MVA will be in a leasehold relationship with the lessor concerning the premises that are the subject of Exhibit A, and CPA shall have its \$60,000.00 security deposit under the lease attached as Exhibit A returned to it (minus CPA's one-third contribution of those unpaid charges attached as Exhibit C in the amount of \$3200.23, leaving it the net sum of \$56,799.77).
6. PCA, MVA, and CPA may share this MOU with its auditors and authorizers to demonstrate their collective good faith efforts to resolve the problems presented herein by Inspire Charter Schools and/or Provenance and as expressed in this MOU, and which problems were not the creation of PCA, MVA, or CPA.
7. Signatures may be made in counterparts and may be exchanged by email. This MOU shall be governed by the laws of the State of California.

Date: _____, 2021

PACIFIC COAST ACADEMY

By:
Its:

Date: _____, 2021

MISSION VISTA ACADEMY

By:
Its:

Date: _____, 2021

CABRILLO POINT ACADEMY

By:
Its:



STANDARD MULTI-TENANT OFFICE LEASE - MODIFIED GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only March 20, 2018, is made by and between Rexco Magnolia, LLC, a California limited liability company ("Lessor") and Pacific Coast Academy, a California Corporation ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 1315 Corona Pointe Court, Suite 102, Corona CA ("Premises"). The Premises are located in the County of Riverside, and consist of approximately 2,448 rentable square feet and approximately N/A useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 11,087 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** Ten (10) unreserved and N/A reserved vehicle parking spaces at a monthly cost of N/A per unreserved space and N/A per reserved space. (See Paragraph 2.6)

1.3 **Term:** Seven (7) years and two (2) months ("Original Term") commencing May 1, 2018 ("Commencement Date") and ending June 30, 2025 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing five (5) days prior to Lease Commencement Date ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$4,528.80 per month ("Base Rent"), payable on the first (1st) day of each month commencing May 1, 2018. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Operating Expense Increase:** twenty-two point zero eight percent (22.08 %) ("Lessee's Share"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$4,528.80 for the period May 1, 2018 to May 31, 2018.

(b) **Security Deposit:** \$60,000.00 ("Security Deposit"). (See also Paragraph 5) Provided that the Tenant is not in default under any of the Terms and conditions of this Lease. Landlord shall refund \$40,000.00 to Tenant after the 48th month. The remaining \$20,000.00 will be released per Paragraph 5.

(c) **Parking:** N/A for the period N/A.

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** \$64,528.80.

1.8 **Agreed Use:** Administrative and office use only. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is Calendar Year 2018. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

☐ N/A represents Lessor exclusively ("Lessor's Broker");

☒ Cushman & Wakefield, Kevin Lynch represents Lessee exclusively ("Lessee's Broker"); or

☐ N/A represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement ~~(or if there is no such agreement, the sum of \$10,000.00 (Ten Thousand Dollars))~~ for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 24 hours each day, 365 days per year ~~and to~~ from 8:00 a.m. to 6:00 p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☒ **Janitorial services** Lessee is responsible for 22.08% of all costs associated with the Janitorial services and Janitorial supplies associated with the building.

☒ **Electricity & water** Lessee is responsible for 22.08% of electricity and water usage associated with the building.

☐ **Other (specify):** _____

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 50 through 63;

☒ a plot site & floor plan depicting the Premises; Exhibit A & B

☒ a current set of the Rules and Regulations; Exhibit C

☐ a Work Letter;

☐ a janitorial schedule;

☒ other (specify): Tenant Insurance - Exhibit D.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes,

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applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay in Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of

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Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 Operating Expense Increase. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "Operating Expense Increase", in accordance with the following provisions:

(a) "Base Year" is as specified in Paragraph 1.9.

(b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "Operating Expenses":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

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6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon

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reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Insurance Premiums. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations

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unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of

the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled

adjusted rent.

- (e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.
- (f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.
- (g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

- (a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.
- (b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.
- (c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.
- (d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.
- (e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)
- (f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.
- (g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

- (a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.
- (b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.
- (c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.
- (d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.
- (e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

- (a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.
- (b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.
- (c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.
- (d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.
- (e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.
- (f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
- (g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.
- (h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

- (a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for

the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor

to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor:* (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor:* (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

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27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition.** "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

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39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the reordination of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

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ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:

Recco Magnolia, LLC, a California limited
liability company

By: _____
Name Printed: Larry R Hauptert
Title: General Manager
Phone: 714.998.3400
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

Attn: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker/Agent BRE License #: _____

Executed at: 8:21 a.m.
On: 3-30-18

By LESSEE:

Pacific Coast Academy, a California
Corporation

By: Erika a Van
Name Printed: Erika Vanderspek
Title: Principal/Director of Curriculum
Phone: 858-361-7078
Fax: _____
Email: erika@inspire.schools.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

Attn: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker/Agent BRE License #: _____

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SUBLEASE AGREEMENT

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is entered into on December 10, 2020 by and between Provenance ("SUBLESSOR"), with an address of 1151 West 5th Street, Azusa, CA 91702 and Sanders Financial Services ("SUBTENANT"), currently located at _____ (the "Parties").

FOR VALUABLE CONSIDERATION, the Parties agree to the following terms and conditions.

1. **Premises.** Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term specified below, and upon all of the conditions set forth herein, that certain real property, including all improvements thereon, commonly known by the street address of 1315 Corona Pointe Court, Corona, CA, located in the County of Riverside, State of California, and generally described as 1315 Corona Pointe Court (the "Premises").

2. **Term.** The term of this Sublease shall be for 4 years, 7 months commencing on December 15, 2020 and ending on June 30, 2025, unless sooner terminated pursuant to any provision hereof. Sublessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises by the commencement date. If, despite said efforts, Sublessor is unable to deliver possession as agreed, the rights and obligations of Sublessor and Sublessee shall be as set forth in the Master Lease and in Paragraph 7 of this Sublease.

3. **Base Rent.** Sublessee shall pay to Sublessor as Base Rent for the Premises equal monthly payments of \$4804.60 in advance, on the 1st day of each month of the term hereof. Sublessee shall pay Sublessor upon the execution hereof \$_____ as Base Rent for the period _____ through _____. Base Rent which is less than one month for any period during the term hereof shall be calculated at a pro rata portion of the monthly installment.

4. **Rent Defined.** All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("Rent"). Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

5. **Security Deposit.** Sublessee shall deposit with Sublessor upon execution hereof \$ 9,609.20 as security for Sublessee's faithful performance of Sublessee's obligations hereunder. The rights and obligations of Sublessor and Sublessee as to said Security Deposit shall be as set forth in the Master Lease (as modified by Paragraph 7 of this Sublease).

6. Use.

(a) **Agreed Use.** The Premises shall be used and occupied only for administrative and office use and for no other purpose.

(b) **Compliance.** Sublessor warrants that the improvements on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances in effect on the commencement date. Said warranty does not apply to the use to which Sublessee will put the Premises or to any alterations or utility installations made or to be made by Sublessee. NOTE: Sublessee is responsible for determining whether or not the zoning is appropriate for its intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, or in the event that the applicable requirements are hereafter changed, the rights and obligations of Sublessor and Sublessee shall be as provided in the Master Lease (as modified in Paragraph 7 of this Sublease).

(c) **Acceptance of Premises and Lessee.** Sublessee acknowledges that (i) it has been advised to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with all applicable requirements) and their suitability for Sublessee's intended use; (ii) Sublessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; and (iii) neither Sublessor, Sublessor's agents, nor any broker has made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease. In addition, Sublessor acknowledges that it is Sublessor's sole

SUBLEASE AGREEMENT

responsibility to investigate the financial capability and/or suitability of all proposed tenants.

7. Master Lease.

(a) Sublessor is the lessee of the Premises by virtue of a lease, (the "Master Lease"), a copy of which is attached hereto, wherein Rexco Magnolia is the lessor, ("Master Lessor").

(b) This Sublease is and shall at all times be subject and subordinate to the Master Lease.

(c) The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

(d) During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease (the "Sublessee's Assumed Obligations"). The obligations that Sublessee has not assumed under this Paragraph 7 are hereinafter referred to as the "Sublessor's Remaining Obligations".

(e) Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

(f) Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

(g) Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any party to the Master Lease.

8. Assignment of Sublease and Default.

(a) Sublessor hereby assigns and transfers to Master Lessor the Sublessor's interest in this Sublease, subject to the provisions of this Paragraph 8.

(b) Master Lessor, by executing this document, agrees that until a default occurs in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor defaults in the performance of its obligations to Master Lessor, then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from Sublessee, be deemed liable to Sublessee for any failure of Sublessor to perform and comply with Sublessor's Remaining Obligations.

(c) Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

(d) No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

9. Consent of Master Lessor.

SUBLEASE AGREEMENT

(a) In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor, then this Sublease shall not be effective unless, within ten (10) days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this subletting.

(b) In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third Parties, then neither this Sublease nor the Master Lessor's consent shall be effective unless, within ten (10) days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

(c) In the event that Master Lessor does give such consent then:

(i) Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

(ii) The acceptance of Rent by Master Lessor from Sublessee or anyone else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(iii) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(iv) In the event of any default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or anyone else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

(v) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor or anyone else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(vi) In the event that Sublessor should default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other defaults of the Sublessor under the Sublease.

(d) The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

(e) Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

(f) In the event that Sublessor defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any default of Sublessor described in any notice within ten (10) days after such service of such notice of default on Sublessee. If such default is cured by Sublessee, then Sublessee shall have the right of reimbursement and offset from and against Sublessor.

10. Broker's Fee.

(a) Upon execution hereof by all Parties, Sublessor shall pay to none
 a licensed real estate broker ("Broker") a fee as set forth in a separate agreement between Sublessor and Broker, or in the event there is no such separate agreement, the sum of \$ 0 for brokerage services rendered by Broker to Sublessor in this transaction.

(b) Sublessor agrees that if Sublessee exercises any option or right of first refusal as granted by Sublessor herein, or any option or right substantially similar thereto, either to extend the term of this Sublease, to renew this Sublease, to purchase the Premises, or to lease or purchase adjacent property which Sublessor may own or in which Sublessor has an interest, then Sublessor shall pay to Broker a fee in accordance with the schedule of Broker in effect at the time of the execution of this Sublease. Notwithstanding the foregoing, Sublessor's obligation under this Paragraph 10(b) is limited to a transaction in which Sublessor is acting as a Sublessor, lessor or seller.

SUBLEASE AGREEMENT

(c) Master Lessor agrees that if Sublessee should exercise any option or right of first refusal granted to Sublessee by Master Lessor in connection with this Sublease, or any option or right substantially similar thereto, either to extend or renew the Master Lease, to purchase the Premises or any part thereof, or to lease or purchase adjacent property which Master Lessor may own or in which Master Lessor has an interest, or if Broker is the procuring cause of any other lease or sale entered into between Sublessee and Master Lessor pertaining to the Premises, any part thereof, or any adjacent property which Master Lessor owns or in which it has an interest, then as to any of said transactions, Master Lessor shall pay to Broker a fee, in cash, in accordance with the schedule of Broker in effect at the time of the execution of this Sublease.

(d) Any fee due from Sublessor or Master Lessor hereunder shall be due and payable upon the exercise of any option to extend or renew, upon the execution of any new lease, or, in the event of a purchase, at the close of escrow.

(e) Any transferee of Sublessor's interest in this Sublease, or of Master Lessor's interest in the Master Lease, by accepting an assignment thereof, shall be deemed to have assumed the respective obligations of Sublessor or Master Lessor under this Paragraph 10. Broker shall be deemed to be a third-party beneficiary of this Paragraph.

11. Attorney's Fees. If any party or the Broker named herein brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the Court.

12. Additional Provisions.

Sublessee shall reserve the right to assign or sublet to a subsequent sublessee, prior to the expiration of this agreement, upon consent from the Sublessor and written approval of the Master Lessor.

- a. Sublessor supplied services: Sublessor is not obligated to provide the following within the Premises:
 - i. Janitorial Services: Sublessee is responsible for 22.08% of all costs associated with Janitorial services and Janitorial supplies associated with the building.
 - ii. Electricity and Water: Sublessee is responsible for 22.08% of all electricity and water usage associated with the building.
 - iii. Sublessee is responsible for providing tenant insurance to Master Lessor and will do so within 20 days of occupying the facility.
- b. Sublessee will be responsible for paying all rent amounts to the Master Lessor directly.

13. Governing Law. This Sublease shall be governed by the laws of the State of California. Any disputes hereunder will be heard in the appropriate state and federal courts located in the County of Riverside, CA..

Executed at: _____

On: _____

Address: _____

Executed at: _____

On: 12.15.2020

Address: 1315 CORONA POINT CT.
SUITE 102
CORONA, CA 92879

Sublessor: _____

By: _____

Printed Name: _____

Title: _____

Sublessee: SANDERS FINANCIAL SERVICES

By: Nicole C. Sanders

Printed Name: NICOLE C. SANDERS

SUBLEASE AGREEMENT

Title: PRESIDENT & CEO

Tenant Information

Pacific Coast Academy
 [REDACTED] redacted name
 1315 Corona Pointe Court, Suite 102
 Corona, CA 92879

Date 08/23/2021
Lease Id t0000268
Property magnolia
Location Rexco Magnolia LLC
Assigned Space D3-102
Lease Area 2,448.00
Lease Term From 05/25/2018 To 06/30/2025
Status Current

Unpaid Charge Details

Invoice Date	Post Month	Control No.	Description	Charges	Payments	Amount Owed
07/23/2021	07/2021	C-26980	Electric 6/1/21-7/1/21	545.07	0.00	545.07
07/23/2021	07/2021	C-26981	Water 5/21/21-6/21/21	71.84	0.00	71.84
07/23/2021	07/2021	C-26982	Janitorial cleaning- July	109.54	0.00	109.54
07/23/2021	07/2021	C-26983	Janitorial supplies- July	78.74	0.00	78.74
08/01/2021	08/2021	C-26848	Base Rent (08/2021)	4,948.74	0.00	4,948.74
08/01/2021	08/2021	C-26849	Operating Expenses Estimate (08/2021)	199.00	0.00	199.00
09/01/2021	09/2021	C-27330	Base Rent (09/2021)	4,948.74	0.00	4,948.74
09/01/2021	09/2021	C-27331	Operating Expenses Estimate (09/2021)	199.00	0.00	199.00
Total				11,100.67	0.00	11,100.67



MISSION VISTA ACADEMY

1440 Beaumont Avenue, Suite A2 #412, Beaumont, CA 92223

Phone (951) 395-8940 * Fax (951) 395-8941

Regularly Scheduled Board Meeting

Mission Vista Academy

September 30, 2021 – 5:00 pm

350 W. Brookside

Beaumont, CA 92223

Through Teleconference

Join Zoom Meeting

<https://us02web.zoom.us/j/89714561843>

Meeting ID: 897 1456 1843

Dial by your location

1 669 900 6833 US (San Jose)

Find your local number: <https://us02web.zoom.us/u/kbm8IP7jOc>

AGENDA

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Senior Director's Report
5. Consent Agenda

The following items are considered by the Senior Director to be of a routine nature.

The last item in this section is a single vote to approve them en masse with one motion. Any recommendation may be removed at the request of any Board Member and placed on the regular agenda.

- a. August Regular Board Meeting Minutes
- b. September 9th Special Board Meeting Minutes
- c. September 23rd Special Board Meeting Minutes
6. Discussion and Potential Action on August Financial Report
7. Discussion and Potential Action on Corona Office Lease



MISSION VISTA ACADEMY

1440 Beaumont Avenue, Suite A2 #412, Beaumont, CA 92223

Phone (951) 395-8940 * Fax (951) 395-8941

8. Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361
9. Discussion and Potential Action on Board Development of Adhoc Committee
10. Announcement of Next Regular Scheduled Board Meeting
11. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option

to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each, so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Mission Vista Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 951-393-1352 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

STANDARD MULTI-TENANT OFFICE LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only September 21, 2021, is made by and between Rexco Magnolia LLC, A California limited liability company ("Lessor") and Mission Vista Academy, a California non-profit corporation ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain portion of the Project (as defined below), commonly known as (street address, suite, city, state): 1315 Corona Pointe Court, Suite 102, Corona, CA 92879 ("Premises"). The Premises are located in the County of Riverside, and consist of approximately 2,448 rentable square feet and approximately N/A useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 11,087 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** Ten (10) unreserved and Zero (0) reserved vehicle parking spaces at a monthly cost of N/A per unreserved space and N/A per reserved space. (See Paragraph 2.6)

1.3 **Term:** four (4) years and nine (9) months ("Original Term") commencing October 1, 2021 ("Commencement Date") and ending June 30, 2026 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$3,916.80 per month ("Base Rent"), payable on the First day of each month commencing October 1, 2021. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Operating Expenses.** twenty-two point zero eight percent (22.08%) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$3,916.80 for the period October 1, 2021- October 31, 2021.

(b) **Operating Expenses:** The current estimate for the period October 1, 2021- October 31, 2021 is \$1,272.96 (updated).

(c) **Security Deposit:** \$40,000.00 ("Security Deposit"). (See also Paragraph 5)

(d) **Parking:** N/A for the period N/A.

(e) **Other:** N/A for N/A.

(f) **Total Due Upon Execution of this Lease:** \$45,189.76 (updated).

1.8 **Agreed Use:** Administrative and office use only. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm _____ **License No.** _____ **Is the broker of (check one):** ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent _____ **License No.** _____ **is (check one):** ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm _____ **License No.** _____ **Is the broker of (check one):** ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent _____ **License No.** _____ **is (check one):** ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of N/A or N/A % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** Twenty-four hours a day, 365 days a year a.m. to N/A p.m., Mondays through Fridays (except Building Holidays) and N/A a.m. to N/A p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and N/A.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☒ Janitorial services

☒ Electricity

☒ Other (specify): Lessee shall pay 22.08% of water and electricity supplied to the Building, and common area janitorial services. Lessor will bill back the Lessee monthly on a separate invoice for the previous months pro-rata share of these utilities.

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 50 through 62;

☒ a plot plan depicting the Premises;

☒ a current set of the Rules and Regulations;

☐ a Work Letter;

☐ a janitorial schedule;

☒ other (specify): Exhibit A- Floor Plan, Exhibit B- Site Plan, Exhibit C- Rules and Regulations & Exhibit D- Tenant Insurance.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs

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MTON-20.20, Revised 10-22-2020

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Last Edited: 9/27/2021 11:58 AM

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("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition.** The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or

partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expenses) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of all Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "**Operating Expenses**" include all costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, including, but not limited to, the following:

- (i) The operation, repair, and maintenance in neat, clean, safe, good order and condition, of the following:
 - (aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;
 - (bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, lessees or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.
 - (cc) The Premises and/or any other space occupied by a tenant.
- (ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;
- (iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";
- (iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;
- (v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;
- (vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;
- (vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;
- (viii) The cost to replace equipment or capital components such as the roof, foundations, or exterior walls, the cost to replace a Common Area capital improvement, such as the parking lot paving, elevators or fences, and/or the cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3. Provided however, that if such equipment or capital component has a useful life for accounting purposes of 5 years or more that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month;
- (ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.
- (x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(b) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any improvements within the Premises.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and

repair the Premises, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (a)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds

from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages

from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Notwithstanding the provision of paragraph 11.1, Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. If a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent, **which shall not be unreasonably withheld.**

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price

previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

- (e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.
- (f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.
- (g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

- (a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.
- (b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.
- (c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.
- (d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.
- (e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)
- (f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.
- (g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

- (a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.
- (b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.
- (c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.
- (d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.
- (e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

- (a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.
- (b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.
- (c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.
- (d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.
- (e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.
- (f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
- (g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.
- (h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

- (a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately

surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

~~15.1 Additional Commission — In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

~~15.2 Assumption of Obligations — Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15.22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

~~15.3 Representations and Indemnities of Broker Relationships — Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.~~

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an

Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 Options. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee. In addition, Lessor shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than to files, vaults and safes, and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction. Lessee waives any charges for damages or injuries or interference with Lessee's property or business in connection therewith.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any Lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on pole signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to

correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASP) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASP) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:
Rexco Magnolia LLC, A California limited liability company

By: _____
Name Printed: Larry R. Haupert
Title: General Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Executed at: _____
On: _____

By LESSEE:
Mission Vista Academy, a California non-profit corporation

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

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ADDENDUM TO OFFICE LEASE

This Addendum is entered into concurrently with the AIR CRE Standard Multi-Tenant Office Lease - Net (Lease) dated September 21, 2021, entered into between Rexco Magnolia, LLC, a California limited liability company (Lessor) and Mission Vista Academy, a California non-profit corporation (Lessee). All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease. Any inconsistencies between the body of the Lease and this Addendum shall be governed by this Addendum.

**Paragraph 50
Base Rent**

The initial Base Rent for the Lease shall be Three Thousand and Nine Hundred and Sixteen Dollars and Eighty Cents (\$3,916.80) per month. Thereafter, the Base Rent shall increase three percent (3%) annually during the initial term of the Lease. Accordingly, the Monthly Base Rent for the initial Four (4) years and nine (9) months Term of the Lease is as follows:

October 1, 2021 to September 31, 2022	\$3,916.80
October 1, 2022 to September 31, 2023	\$4,034.30
October 1, 2023 to September 31, 2024	\$4,155.33
October 1, 2024 to September 31, 2025	\$4,279.99
October 1, 2025 to June 30, 2026	\$4,408.39

**Paragraph 51
Lessee's Share**

Lessee's Share shall be the ratio that the approximate rentable square feet of the Premises bears to the approximate total rentable square feet of the Building. The approximate rentable square footage of the Premises is two thousand four hundred and forty-eight (2,448) square feet, and the approximate rentable square footage of the Building is eleven thousand eighty-seven (11,087) square feet. Therefore, Lessee's Share is twenty-two and eight hundredths percent (22.08%).

**Paragraph 52
Parking and Common Areas**

(a) Lessor covenants that the Common Areas directly associated with the Premises and within the boundaries of the parcel on which the Building is located shall be available for the non-exclusive use of Lessee during the Term of this Lease in accordance with the Declarations (defined below). The parking spaces allocated to Lessee shall be on the parcel on which the Building is located and shall be allocated to the Premises based on four (4) parking spaces per 1,000 square feet; provided, however, such parking is available to Lessee on a non-exclusive basis only. This Lease shall be subordinate to any agreement existing as of the date of this Lease governing the Project, Building or Premises or subsequently applicable to such real property. Those agreements provide, among other things, reciprocal easements and restrictions pertaining to the Common Areas within Corona Pointe (including parking), and for ingress and egress over circulation drives, and if a conflict between those agreements and this Lease occurs, the provisions of those agreements shall prevail. All parking spaces provided to Lessee shall be free of charge for entire Term of the Lease.

(b) Lessee, in the use of the Common Areas, agrees to comply with the reasonable rules and regulations as Lessor may adopt from time to time for the orderly and proper operation of the Common Areas. The current rules and regulations are attached hereto as Exhibit C. The rules and regulations are subject to change at any time.

(c) Lessor reserves the right at any time and from time to time to (a) make or permit changes or revisions in the plan for the Project, including additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to the building areas, walkways, driveways, parking areas or other common areas; (b) construct improvements at the Project and to make alterations thereof or additions thereto and to build additional stories on or in any such building(s) and build adjoining same; and (c) make or permit changes or revisions in

the Project, including additions thereto, and to convey portions of the Project to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof; provided, however, that no such changes, rearrangements or other construction shall reduce the parking areas below the number of parking spaces required by law.

(d) The Operating Expenses for the first month of the Term as set forth in Section 1.9(b) is an estimate only. In addition, Lessor makes no representation or guaranty as to the amount of Operating Expenses that will be charged to Lessee either as of the date the Lease is executed or at any time in the future.

Paragraph 53

Additional Lessee Covenants on Use

(a) Lessee shall not use the Premises, or permit the Premises or any part of the Premises to be used, for any purpose other than the purpose set forth in Section 1.10. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the Building (once this rate is established) or cause a cancellation of any insurance policy covering the Building or any part of the Building, nor shall Lessee sell or permit to be kept, used or sold in or about the Premises any article that may be prohibited by standard form of fire insurance policies. Lessee shall, at Lessee's sole cost, comply with all requirements pertaining to the use of the Premises of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the building and appurtenances. If Lessee's use of the Premises, as recited in Section 1.10, results in a rate increase for the Building of which the Premises are a part, Lessee shall pay annually on the anniversary date of this Lease, as additional rent, a sum equal to that of the additional premium occasioned by the rate increase (unless Lessor requires the increased payment to be made monthly).

(c) Lessee shall conduct its business in conformity with and be bound by any and all declarations of covenants, conditions and restrictions, grants of easements, restrictive easement agreements, development agreements, parking lot maintenance agreements, notices of annexation, reservation of easements, restrictive covenant agreements, grant deed restrictions, or any similar documents or instruments and any and all amendments, replacements or modifications thereto affecting all or any part of the Project, whether in existence at the time this Lease is executed or at any later time, and whether recorded as of the date of execution of this Lease or not, including without limitation the Memorandum of Owner Participation Agreement (Instrument No. 2002-604919), Declaration of Covenants, Conditions and Restrictions (Instrument No. 2002-621225), the Declaration of Covenants, Conditions and Restrictions for Corona Pointe (Instrument No. 2003-455363) and the Reciprocal Easement Agreement (Instrument No. 2004-059269) (collectively, Declarations). The obligation to be bound by such covenants includes the obligation to pay any special assessments charged to Lessor that are directly related to the Premises or to the actions of Lessee and/or its officers, employees, contractors, invitees or agents, and to pay Lessee's Share of regular assessments charged to Lessor as part of the Common Area Operating Expenses.

Paragraph 54

Sale of Building

If Lessor sells the Building, Lessor shall be and is entirely relieved of all liability under this Lease, and of all the covenants and obligations contained in or derived from this Lease; and the purchaser, upon the sale or any subsequent sale of the Building, shall be deemed to have assumed and agreed to carry out any of the covenants and obligations of Lessor under this Lease.

Paragraph 55

Lessee's Performance

(a) If Lessee shall fail within any time limits that may be provided in this Lease to complete any work or perform any other requirements to be performed by Lessee prior to the Commencement Date, Lessor may send Lessee written notice of this default and if this default is not corrected within ten (10) days, Lessor may, at its option, by written notice prior to the curing of this default, terminate this Lease.

(b) Lessor shall not be responsible for providing any utility or building services unless

Lessor is specifically obligated to provide such utility or building services in the Lease. Lessee shall be fully responsible for all utility and building services Lessor is not obligated to provide, and Lessee hereby represents that by signing this Lease, Lessee has fully investigated all utility and building services it will be required to provide as set forth in this Lease, and waives any claim against Lessor for the failure to provide such services.

Paragraph 56 Force Majeure

If Lessor is delayed or prevented from the performance of any act required under this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of Lessor, including inclement weather, performance of any act shall be excused for a period of the delay and the period for the performance of any act shall be extended for a period equivalent to the period of such delay.

Paragraph 57 Lessee Improvements and Commencement Date

(a) Upon execution of this Lease, and subject to the warranties provided within the Lease, Lessee shall accept the Premises in an "as-is" condition.

(b) Lessee acknowledges and agrees as follows: (i) except as specifically set forth in this Lease, Lessor has made no representations or warranties of any kind whatsoever, express or implied, in connection with the physical condition of the Premises; (ii) on or prior to the execution date of this Lease, Lessee will have fully investigated the Premises and all matters pertaining thereto; (iii) Lessee, in entering into this Lease, is relying entirely on its own investigation of the Premises; (iv) on or prior to the execution date of this Lease, Lessee will be aware of all zoning regulations, regulatory compliance, other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Premises.

(c) Prior to the execution of this Lease, Lessee shall become familiar with all licenses, permits and approvals required by any governmental agency or authority with jurisdiction over such Premises to operate its intended business. Lessor shall have no responsibility for obtaining such licenses and approvals. Lessee shall be responsible for the cost of all improvements over and beyond the condition of the Premises as of the Commencement Date and any and all expenses payable to governmental authorities to build the same.

Paragraph 58 Triple Net Lease

Except for the specific obligations of Lessor set forth in the Lease not subject to reimbursement, this Lease is and is intended to be what is commonly referred to as a "net, net, net" or "triple net" lease. The Rent shall be paid absolutely net to Lessor, so that this Lease shall yield to Lessor the full amount of the installments of Base Rent and all other monetary obligations payable by Lessee throughout the Term. Lessor agrees not to pass along costs for capital expenditures on to Lessee.

Paragraph 59 Security Services

Lessee acknowledges that Lessor has no obligation to provide any security at the Premises, Building or Project; and if any security is so provided at the Building or Project, it shall be for the needs and purposes of Lessor only and Lessor may at any time, in its sole discretion, delete, add or change the type of security, if any, provided to the Building and the Project, and Lessor and Lessor's agents shall not be liable for Lessor's failure to provide any security. Lessee shall have no claim against Lessor or Lessor's agents for any damage to its business or damage to, loss of and/or theft of any of Lessee's property nor for any death or personal injury to any individual, all as may arise as a result of Lessor's provision or failure to provide any security to the Building and the Project.

Paragraph 60
Substitution Space

Upon at least sixty (60) days' prior written notice, Landlord may relocate Tenant within the Project (or to any other facility owned by Landlord within the vicinity of the Project) to space which is comparable in size, utility and condition to the Premises. If Landlord relocates Tenant, Landlord shall (a) reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment and supplies from the Premises to the relocation space and for reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's notice to Tenant of the exercise of this relocation right, and (b) improve the relocation space with improvements substantially similar to those Landlord is committed to provide or has provided in the Premises under this Lease. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of this Lease shall remain in full force and shall apply to the relocation space; provided, however, that (i) if the rentable area of the relocation space is smaller than rentable area of the Premises, with a corresponding reduction in Tenant's Proportionate Share and (ii) if the rentable area of the relocation space is larger than the rentable area of the Premises, then the Base Rent and Tenant's Proportionate Share shall not be modified in any way.

Paragraph 61
Exterior Signage

Tenant, at Tenant's cost shall have the right to install one (1) one eyebrow sign on building. All costs for the installation and removal of the signage including the restoration of the building to its original condition shall be the tenant's responsibility. All signage must be approved by Landlord prior to installation and manufacturing and is subject to the projects sign criteria.

Paragraph 62
Start-Up Letter

Landlord may deliver to Tenant, Landlord's standard form "**Start-Up Letter**" for Tenant's acknowledgement and confirmation of the Term Commencement Date and Expiration Date. Tenant shall execute and deliver such Start-Up Letter to Landlord within five (5) days after receipt thereof, but Tenant's failure or refusal to do so shall not negate Tenant's acceptance of the Premises or affect determination of the Term Commencement Date.

Paragraph 63
Early Termination

Tenant is a California public charter school using the Premises for administrative and office use only and its charter has been authorized according to law by a California public school district through June 30, 2026, which is the Expiration Date of this Lease, and at that point Tenant may be eligible for renewal(s) of its charter for periods of up to five (5) years and for as many renewals of up to five (5) years the school district may authorize according to law. Tenant's charter is also subject to potential revocation of its charter according to law. In the event Tenant's charter is revoked prior to June 30, 2026, Tenant shall be entitled to a one time early termination of this Lease upon ninety (90) days written notice to Landlord. Tenant's notice shall include funds equal to two months' rent. All terms and conditions of this Lease shall remain in full force and effect until the end of the ninety (90) day notice period, at which point the Lease shall be considered terminated, Tenant shall no longer have any obligations towards Landlord, and Landlord shall relieve Tenant of any and all further obligations under the Lease.

{SIGNATURES ON FOLLOWING PAGE}

The parties have executed this Lease on the day and year first above written.

LESSOR

Rexco Magnolia, LLC,
a California limited liability company

By: _____
Larry Hauptert
Its: General Manager

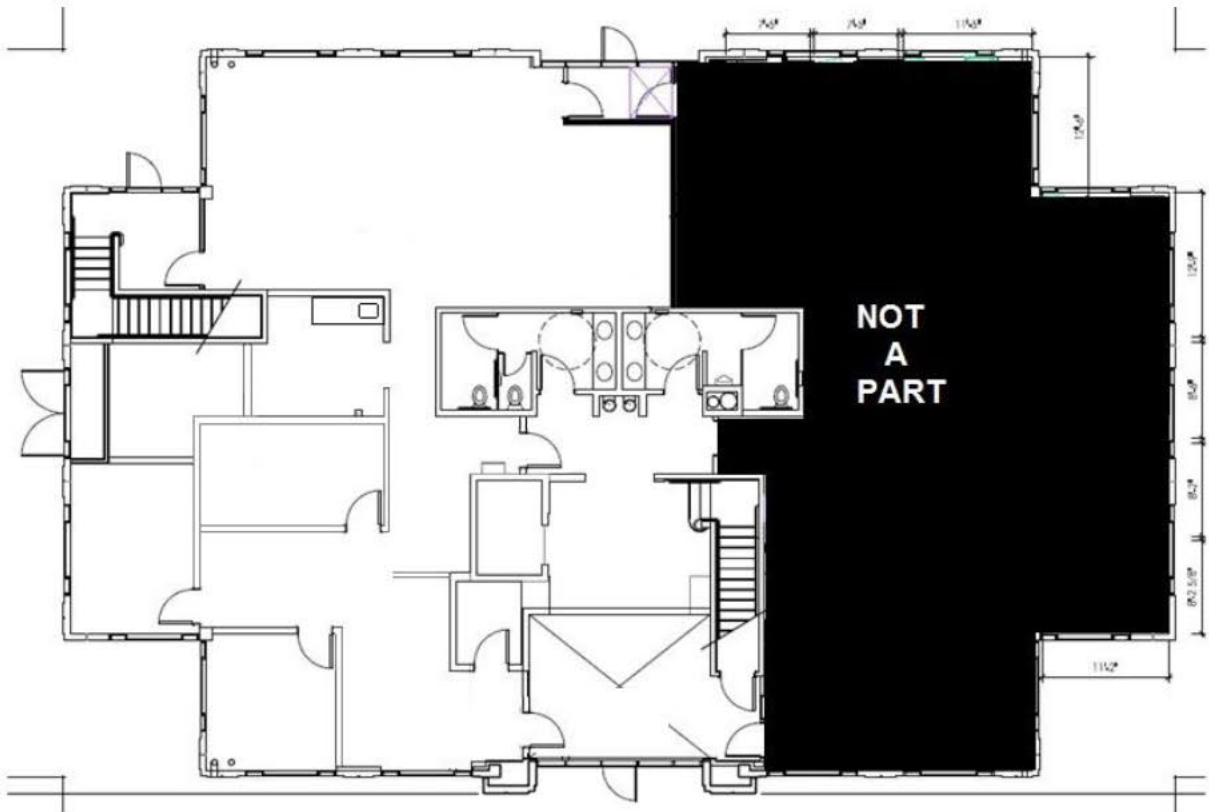
LESSEE

Mission Vista Academy,
a California Corporation

By: _____
Its:

EXHIBIT A

FLOOR PLAN DEPICTING THE PREMISES



SITE PLAN

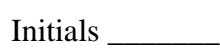


EXHIBIT C

RULES AND REGULATIONS

The following are the rules and regulations of this Lease (the "Rules"). Any violation of any of the Rules shall be considered a Default under the Lease.

1. Subject to any exhibit of this Lease regarding specific signage rights under this Lease, no sign, placard, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. If Lessee installs any non-approved sign, then Lessor shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to, and at the expense of, Lessee. Lessee shall not place anything, or allow anything to be placed, near the glass of any window, door, partition or wall which may appear unsightly from the outside of the Premises as determined by Lessor. Lessee shall not, without prior written consent of Lessor (in Lessor's sole discretion), cause or otherwise sunscreen or cover any window.
2. The sidewalks, exits, entrances and fire lanes shall not be obstructed by Lessee or any of Lessee's employees, invitees or other representatives, or used by any of them for any purpose other than for ingress, egress and access to and from the Premises.
3. The toilets and sinks or any other apparatus in the rest rooms of the Premises shall not be used for any other purposed than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this Rule shall be borne by the Lessee, who, or whose employees, invitees or other representatives shall have caused it.
4. Lessee shall not in any way deface the Premises or any part thereof.
5. Lessee shall not create any odors, noise and/or vibration, nor use, keep, or permit to be used or kept any foul or noxious gas, any gasoline, kerosene, or other flammable substance, or any substance listed in any federal or state compilation of hazardous, toxic or radioactive materials until such substance has been disclosed first to Lessor and its use and/or storage has received Lessor's approval, which approval may be granted or withheld in Lessor's sole discretion. To the extent Lessor's approval is given, then Lessee shall fully comply with all provisions of federal and California laws regarding such substance, including without limiting the generality of the foregoing, that section of the California Health and Safety Code known as Chapter 6.95 "Hazardous Materials Release Response Plans and Inventory" which requires the covered party to submit business plans to certain government agencies. Lessee shall copy Lessor on all submittals to government agencies, specifically including those derived under the authority of this section of the law. Notwithstanding anything to the contrary in this Rule, Lessee shall, without prior notice to Lessor, have the right to use and store reasonable amounts of customary office products and cleaners (e.g., copy machine and printer toner; window cleaner, etc.) in the Premises so long as in so doing, Lessee complies with all applicable federal and state laws, regulations and restrictions.
6. At such time as Lessor chooses to adopt a compliance program with respect to asbestos-containing construction materials ("ACM"), or any hazardous or toxic substances known or believed to be contained in the building, Lessee shall be fully bound by the provisions of that program and agree to comply with all modification and posting requirements as may be established by Lessor. Lessee shall permit Lessor at any reasonable time to inspect Lessee's premises and audit Lessee's operations to determine that no hazardous, toxic or radioactive materials are utilized in Lessee's business and to ensure that Lessee's business operation fully complies with the notice and report requirements of law.
7. Lessor reserves the right to exclude or expel from the Premises any person who, in the reasonable judgment of Lessor, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules. Lessees shall not disturb the quiet enjoyment of any other Lessees and/or owners in the surrounding area, nor shall Lessee be permitted to allow gatherings or parties at the Premises or in the project containing the Building. No loud speakers, television, photographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion.

8. No tenant shall permit any trash, oil, chemicals or any foreign materials to be deposited or disposed of in the landscaped or parking areas. Trash (not including oil, hazardous materials, chemicals which shall not be deposited on the Premises) shall be placed inside a trash bin at a level not higher than the top of the bin and shall not be placed outside the bin or in the enclosure area.
9. Lessee shall be responsible for protecting the floor areas of the Premises and common areas from damage by chemical, paint, machinery, heavy equipment or other hazardous materials. If, in Lessor's opinion, it shall be necessary, Lessee, at his own expense, shall provide protective floor coverings or sealing as required to prevent damage. Prior to vacation of the Premises, Lessee shall repair any damage to floor areas to the reasonable satisfaction of Lessor.
10. No aerial or antenna (including satellite dishes, ventilation stacks, etc.), shall be erected on the roof or exterior walls of the Leased Premises, or within the Project without in each instance the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. Any of these items so installed without such prior written consent shall be subject to removal by Lessor at any time without notice. Any repair to the Premises, Building or Project required as a result of the installation or removal of these items will be paid in full by Lessee.
11. Parking spaces and landscaped areas shall not be used for vehicle repairs, painting or any type of automotive storage.
12. Lessee shall not burn any trash or garbage of any kind in or about the Premises.
13. No residential uses, including without limitation residing or sleeping, shall be permitted on the Premises. Notwithstanding the foregoing, Lessee shall have the right to use Underwriters' Laboratory (UL) approved equipment, refrigerators, and microwave ovens in the Premises for the preparation of coffee, tea, hot chocolate and similar beverages, and the storing and heating food for Lessee's employees. All uses must be in accordance with all applicable governmental laws, regulations and restrictions.
14. Lessor reserves the right to exclude from the Building, between the hours of 6:00 p.m. and 7:00 a.m. and at all hours on Saturdays, Sundays and legal holidays ("Non-Business Hours"), all persons who are not tenants or their accompanied guests in the Building. Each tenant shall be responsible for all persons for whom it allows to enter the Building and shall be liable to Lessor for all acts of such persons.
15. Lessor and its agents shall not be liable for damages for any error concerning the admission to, or exclusion from, the Building of any person.
16. During the continuance of any invasion, mob, riot, public excitement or other circumstance rendering such action advisable in Lessor's opinion, Lessor reserves the right (but shall not be obligated) to prevent access to the Building during the continuance of that event by any means it considers appropriate for the safety of tenants and protection of the Building and property in the Building.
17. Lessee shall see that all doors of its Premises are closed and securely locked and must observe strict care and caution that all water faucets or water apparatus, coffee pots or other heat-generating devices are entirely shut off before Lessee or its employees leave the Premises, and that all utilities shall likewise be carefully shut off, so as to prevent waste or damage. Lessee shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or Project, or by Lessor, for noncompliance with this Rule. On multiple-tenancy floors, all tenants shall keep the door or doors to the Building corridors closed at all times except for ingress and egress.
18. Lessee shall not use any method of heating or air-conditioning other than that supplied by Lessor. Lessee shall not waste electricity, water or air-conditioning and agrees to cooperate fully with Lessor to assure the most effective operation of the Building's heating and air-conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for Lessee's use.
19. Lessor will furnish Lessee free of charge with an adequate number of keys to each door in the Premises. Lessor may make a reasonable charge for any additional keys, and Lessee shall not make or have made additional keys. Lessee shall not alter any lock or access device or install a new or additional lock or access device or bolt on any door of its Premises, without the prior written consent of Lessor, which consent shall not be

unreasonably withheld. If Lessor shall give its consent, Lessee shall in each case furnish Lessor with two (2) keys for any such lock. Lessee, upon the termination of its tenancy, shall deliver to Lessor the keys for all doors which have been furnished to Lessee, and in the event of loss of any keys so furnished, shall pay Lessor therefore.

20. Lessee shall not use or keep in or on the Premises, or the Building any kerosene, gasoline, or inflammable or combustible fluid or material.
21. Lessee shall not sell, or permit the sale, at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise in or on the Premises, nor shall Lessee carry on, or permit or allow any employee or other person to carry on, the business of stenography, typewriting or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises be used for the storage of merchandise or for manufacturing of any kind, or the business of a public barber shop, beauty parlor, nor shall the Premises be used for any illegal, improper, immoral or objectionable purpose, or any business or activity other than that specifically provided for in Lessee's Lease. Lessee shall not accept hairstyling, barbering, shoeshine, nail, massage or similar services in the Premises or common areas except as authorized by Lessor.
22. If Lessee requires telegraphic, telephonic, telecommunications, data processing, burglar alarm or similar services, it shall first obtain, and comply with, Lessor's instructions in their installation. The cost of purchasing, installation and maintenance of such services shall be borne solely by Lessee.
23. Intentionally left blank.
24. Lessee shall not place a load upon any floor of its Premises which exceeds the load per square foot which such floor was designed to carry or which is allowed by law. Lessor shall have the right to prescribe the weight, size and position of all safes, furniture or other heavy equipment brought into the Building. Safes or other heavy objects shall, if considered necessary by Lessor, stand on wood strips of such thickness as determined by Lessor to be necessary to properly distribute the weight thereof. Lessor will not be responsible for loss of or damage to any such safe, equipment or property from any cause, and all damage done to the Building by moving or maintaining such safe, equipment or other property shall be repaired at the expense of Lessee.
25. Business machines and mechanical equipment belonging to Lessee which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Lessor or to any tenants in the Building or Project shall be placed and maintained by Lessee, at Lessee's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be reasonably acceptable to Lessor.
26. Lessee shall not install, maintain or operate upon its Premises any vending machine without the prior written consent of Lessor, which consent shall not be unreasonably withheld.
27. There shall not be used in any space, or in the public areas of the Building either by Lessee or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Lessor may approve. All tenants using hand trucks shall be required to use the freight elevator, or such elevator as Lessor shall designate. No other vehicles of any kind shall be brought by Lessee into or kept in or about its Premises.
28. Each tenant shall store all its trash and garbage within the interior of the Premises or within approved outdoor trash receptacles placed in approved trash areas and/or enclosures. No tenant shall place in the trash boxes or receptacles any personal trash or any material that may not or cannot be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city, without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes and at such times as Lessor shall designate. If the Building has implemented a building-wide recycling program for tenants, Lessee shall use good faith efforts to participate in said program.
29. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building and the Project are prohibited and each tenant shall cooperate to prevent the same. No tenant shall make room-to-room solicitation of business from other tenants in

the Building or the Project, without the written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion.

30. Lessor shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building.
31. Lessee shall use the name of the Building or the Project or any photograph or other likeness of the Building or the Project in connection with, or in promoting or advertising, Lessee's business, except that Lessee may include the Building's or Project's name in Lessee's address.
32. Lessee shall comply with all safety, fire protection and evacuation procedures and regulations established by Lessor or any governmental agency.
33. Lessee assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.
34. Lessor reserves the right to designate the use of the parking spaces on the Building. Lessee or Lessee's guests shall park between designated parking lines only, and shall not occupy two parking spaces with one car. Parking spaces shall be for passenger vehicles only; no boats, trucks, trailers, recreational vehicles or other types of vehicles may be parked in the parking areas (except that trucks may be loaded and unloaded in designated loading areas, if any such areas exist). Vehicles in violation of the above shall be subject to tow-away, at vehicle owner's expense. Vehicles parked on the Building overnight without prior written consent of the Lessor shall be deemed abandoned and shall be subject to tow-away at vehicle owner's expense. No tenant of the Building shall park in visitor or reserved parking areas. Any tenant found parking in such designated visitor or reserved parking areas or unauthorized areas shall be subject to tow-away at vehicle owner's expense. The parking areas shall not be used to provide car wash, oil changes, detailing, automotive repair or other services unless otherwise approved or furnished by Lessor. Lessee will from time to time, upon the request of Lessor, supply Lessor with a list of license plate numbers of vehicles owned or operated by its employees or agents. Lessee shall be allowed to park up to 4 cars in the parking lot overnight in Lessee's designated parking stalls.
35. No smoking of any kind shall be permitted anywhere within the Building. Upon Lessor approval, Lessor shall designate a smoking area around or near the back exit of the Building.
36. If the Building furnishes common area conference rooms for Lessee usage, Lessor shall have the right to control each Lessee's usage of the conference rooms, including limiting Lessee usage so that the rooms are equally available to all Lessees in the Building. Any common area amenities or facilities shall be provided from time to time at Lessor's discretion.
37. Lessee shall not swap or exchange building keys or cardkeys with other employees or tenants in the Building or the Project.
38. Lessee shall be responsible for the observance of all of the foregoing Rules by Lessee's employees, agents, clients, customers, invitees and guests.
39. These Rules are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building.
40. Lessor may waive any one or more of these Rules for the benefit of any particular tenant or tenants, or in a particular instance, but no such waiver by Lessor shall be construed as a waiver of such Rules in favor of any other tenant or tenants or in other instances, nor prevent Lessor from thereafter enforcing any such Rules against any or all tenants of the Building.
41. Lessor reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Lessee agrees to abide by all such Rules and Regulations herein stated and any additional rules and regulations which are adopted.

PARKING RULES AND REGULATIONS

42. Tenant and its employees and business invitees shall not park any vehicle in any stall designated for the exclusive use of any other person and Tenant further agrees to employ reasonable measures to assure that its employees do not park in any such stall. Tenant agrees to assume responsibility for compliance by its employees with all Parking Rules and for all losses (including the loss of parking entrance key-cards, if any) and other damages caused by Tenant or Tenant's agents, servants, employees, contractors, visitors or licensees occurring during or relating to any use of the Building's parking facilities. Tenant hereby authorizes Landlord to tow away from the Project or attach violation stickers, devices, or notices to any vehicle belonging to Tenant or its employees which Landlord in good faith determines is parked in violation of the Parking Rules. All costs of any such towing or violation device and all applicable violation fees shall be payable by Tenant immediately upon demand by Landlord and, at Landlord's option, such payment may be required prior to the release of the towed vehicle to its owner.
43. A condition of any parking shall be compliance by the vehicle operator with all Parking Rules, including, without limitation, displaying any sticker or complying with any other identification system from time to time established by Landlord. Landlord expressly reserves the right to refuse to permit any person or vehicle in violation of the Parking Rules to enter or remain in the parking areas of the Building and to demand return therefrom of all parking stickers or other identification supplied by Landlord and Tenant hereby agrees to assist Landlord in enforcing all Parking Rules.
44. In the event any surcharge, regulatory fee or parking tax is at any time imposed by any governmental authority, Tenant shall pay all amounts applicable to Tenant's parking privileges hereunder to Landlord either in advance on the first day of each calendar month concurrently with its Monthly Rental Installments or as otherwise billed from time to time by Landlord.
45. Landlord shall not be responsible for enforcing Tenant's exclusive right to use any of its reserved parking stalls under the Lease, if any, nor shall Tenant have any right to impound, tow or impose any penalty on vehicles occupying such spaces.
46. Landlord shall provide the unassigned, open, uncovered parking spaces and the assigned, covered parking spaces free of charge that are described in the Parking Allocation in the Basic Lease Information.
47. Visitor and guest parking shall be within designated visitor parking areas established by Landlord, subject, however, to such rates or other charges that may be established by Landlord at any time or from time to time. In the event that Landlord institutes such visitor and guest parking charges, Tenant's visitors and guests shall be required to pay Landlord's prevailing rates. Tenant may elect to validate such parking for their guests at its own cost, if desired.
48. Cars must be parked entirely within painted stall lines. All directional signs and arrows must be observed. All posted speed limits for the parking areas shall be observed. If no speed limit is posted for an area, the speed limit shall be five (5) miles per hour. Handicap and visitor stalls shall be used by handicapped persons or visitors, as applicable.
49. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross hatched areas; and (f) in such other areas as may be designated by Landlord.
50. Parking stickers or any other device or form of identification supplied by Landlord from time to time (if any) shall remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any holder in possession of any unauthorized device will be void. There will be a replacement charge payable by the parker and such parker's appropriate tenant equal to the amount posted from time to time by Landlord for loss of any magnetic parking card or any parking sticker.
51. Every parker is required to park and lock his or her own car. All responsibility for damage to cars or persons is assumed by the parker.

52. Loss or theft of parking identification devices must be reported to Landlord, and a report of such loss or theft must be filed by the parker at that time. Any parking identification devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen devices found by the parker must be reported to Landlord immediately to avoid confusion.
53. Parking spaces are for the express purpose of parking one automobile per space. Washing, waxing, cleaning, or servicing of any vehicle by the parker and/or such person's agents is prohibited. The parking areas shall not be used for overnight or other storage for vehicles of any type.
54. Landlord reserves the right to refuse the issuance of parking identification or access devices to any tenant and/or such tenant's agents or representatives who willfully refuse to comply with Parking Rules and/or all applicable governmental ordinances, laws, or agreements.
55. Tenant shall acquaint its employees and visitors with the Parking Rules, as they may be in effect from time to time.

READ AND AGREED TO BY LESSEE.

LESSEE:

Mission Vista Academy
a California Corporation

By: _____

Name Printed:

Title:

EXHIBIT D

TENANT'S INSURANCE

Tenant shall, at Tenant's sole cost and expense, procure and keep in effect from the date of this Lease and at all times until the end of the Term, the following insurance coverage;

1. **Property Insurance.** Insurance on all personal property and fixtures of Tenant and all improvements made by or for Tenant to the Premises on an "All Risk" or "Special Form" basis, for the full replacement value of such property. Such insurance shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as a loss payee.
2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 01 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least \$1,000,000, and a minimum general aggregate limit of at least \$2,000,000, covering bodily injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises or the Building by Tenant or any Tenant Party. Such insurance shall include contractual liability coverage insuring Tenant's indemnity obligations under this Lease, and shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as an additional insured with regard to liability arising out of the ownership, maintenance or use of the Premises.
3. **Worker's Compensation and Employer's Liability Insurance.** (a) Worker's Compensation Insurance as required by any Regulation, and (b) Employer's Liability Insurance in amounts not less than \$1,000,000 each accident for bodily injury by accident and for bodily injury by disease, and for each employee for bodily injury by disease.
4. **Commercial Auto Liability Insurance.** Commercial auto liability insurance with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Such insurance shall cover liability relating to any auto (including owned, hired and non-owned autos).
5. **Alterations Requirements.** In the event Tenant shall desire to perform any Alterations, Tenant shall deliver to Landlord, prior to commencing such Alterations (i) evidence satisfactory to Landlord that Tenant carries "Builder's Risk" insurance covering construction of such Alterations in an amount and form approved by Landlord, (ii) such other insurance as Landlord shall reasonably require, and (iii) a lien and completion bond or other security in form and amount satisfactory to Landlord.
6. **General Insurance Requirements.** All coverages described in this Exhibit D shall be endorsed to (i) provide Landlord with thirty (30) days' notice of cancellation or change in terms; (ii) waive all rights of subrogation by the insurance carrier against Landlord; and (iii) be primary and non-contributing with Landlord's insurance. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this Exhibit D is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this **EXHIBIT D**. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated AVII or better in "Best's Insurance Guide" and authorized to do business in the State of California. Deductible amounts under all insurance policies required to be carried by Tenant under this Lease shall not exceed \$10,000 per occurrence. Tenant shall deliver to Landlord on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expired policies, certified copies of Tenant's insurance policies, or a certificate evidencing the same issued by the insurer thereunder, and, if Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant under the Lease, procure the same for the account of Tenant, and the cost thereof (with interest thereon at the Default Rate) shall be paid to Landlord as Additional Rent.

[END OF TENANT'S INSURANCE - EXHIBIT D]

FIRST AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of September 22, 2021, by and between Rexco Magnolia LLC, A California limited liability company ("Lessor") and Pacific Coast Academy, A California Corporation ("Lessee").

WHEREAS, on or about March 20, 2018 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 1315 Corona Pointe Court, Suite 102, Corona, CA 92879 (the "Premises"), and

WHEREAS, Lessor and Lessee ☐ have ☒ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☒ TERM: The Expiration Date is hereby ☒ advanced ☐ extended to September 30, 2021.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☐ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: _____.

☐ OTHER: N/A.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

Rexco Magnolia LLC, A California limited liability company

By: _____
Name Printed: Larry R. Hauptert
Title: General Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

By Lessee:

Pacific Coast Academy, A California Corporation

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

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INITIALS

INITIALS

EXHIBIT H

October 1, 2021

Rexco Magnolia, LLC

ATTN: Griffin Hauptert [REDACTED]) redacted email address

Re: *\$60,000 Security Deposit Instructions;
1315 Corona Pointe Court, Suite 102*

Dear Mr. Hauptert:

Please distribute the \$60,000 security deposit concerning the terminated lease at 1315 Corona Pointe Court, Suite 102, Corona, California, as follows:

1. Pay the \$11,100.67 in unpaid charges as per your notice of August 23, 2021;
2. Issue payment to "Cabrillo Point Academy" in the amount of \$8,899.33;
3. The balance of \$40,000 is to be applied to the security deposit for Mission Vista Academy under its lease with you effective October 1, 2021.

VTY

/s/

PCA

Cc: Cabrillo Point Academy
Mission Vista Academy



Cabrillo Point Academy

Monthly Financial Presentation – August 2021

Highlights

Highlights

- Overall surplus to slightly over 1.2% based on current projected enrollment.
- Deferral early payback has occurred and is reflected in current cash.
- Additional ESSER II funds have been included in revenue

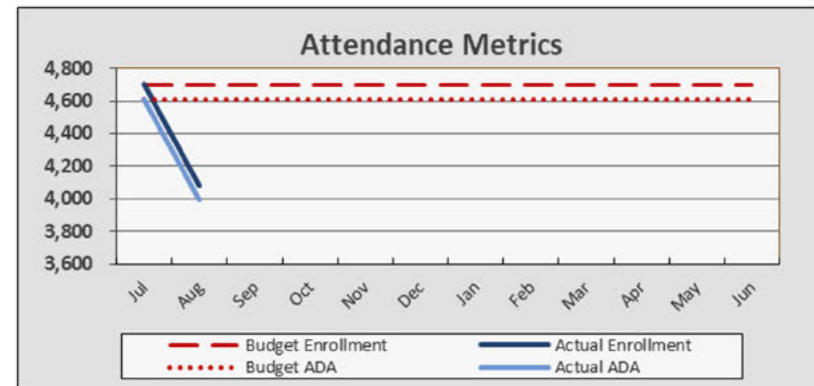
Compliance and Reporting

- Both 40/80 and 25:1 PTR are within compliance

Attendance

Enrollment & Per Pupil Data			
	<u>Actual</u>	<u>Forecast</u>	<u>Budget</u>
Enrollment	4080	4080	4700
ADA	3998	3998	4606
Attendance Rate	98.0%	98.0%	98.0%
Unduplicated %	34.0%	34.0%	35.2%
Revenue per ADA		\$10,949	\$10,679
Expenses per ADA		\$10,819	\$10,459

*ADA will remain fixed throughout fiscal year per SB98



- Enrollment reduced by 620

Revenue

- Revenue decreased due to the adjustment of enrollment by 620 students.
- Additional ESSER II approx. 1M added to revenue for anticipation of learning loss mitigation.

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Revenue						
State Aid-Rev Limit	\$ 4,100,721	\$ 4,171,014	\$ (70,293)	\$ 38,111,212	\$ 44,002,505	\$ (5,891,292)
Federal Revenue	28,148	27,292	856	2,053,718	1,099,242	954,477
Other State Revenue	310,562	129,690	180,872	3,612,103	4,087,963	(475,860)
Other Local Revenue	2,255	-	2,255	2,255	-	2,255
Total Revenue	\$ 4,441,686	\$ 4,327,996	\$ 113,690	\$ 43,779,289	\$ 49,189,710	\$ (5,410,421)

Expenses

- Overall costs reduced due to reduction in enrollment
- Staffing cost amounts updated based on 8/31 payroll

Expenses

Year-to-Date		
Actual	Budget	Fav/(Unf)
\$ 2,693,185	\$ 2,950,151	\$ 256,966
505,232	641,850	136,618
909,893	1,093,490	183,597
1,148,499	857,054	(291,445)
127,169	1,083,049	955,880
91,507	76,983	(14,524)
38,956	30,683	(8,273)
253,802	362,064	108,262
1,309	483	(826)
-	-	-
<u>\$ 5,769,552</u>	<u>\$ 7,095,809</u>	<u>\$ 1,326,256</u>

Annual/Full Year		
Forecast	Budget	Fav/(Unf)
\$ 16,749,245	\$ 17,700,907	\$ 951,661
3,250,391	3,851,101	600,710
6,308,663	6,623,069	314,406
6,380,424	8,144,837	1,764,413
8,174,486	8,806,824	632,338
449,007	461,900	12,893
190,623	184,100	(6,523)
1,749,730	2,398,529	648,799
7,857	2,900	(4,957)
-	-	-
<u>\$ 43,260,425</u>	<u>\$ 48,174,166</u>	<u>\$ 4,913,741</u>

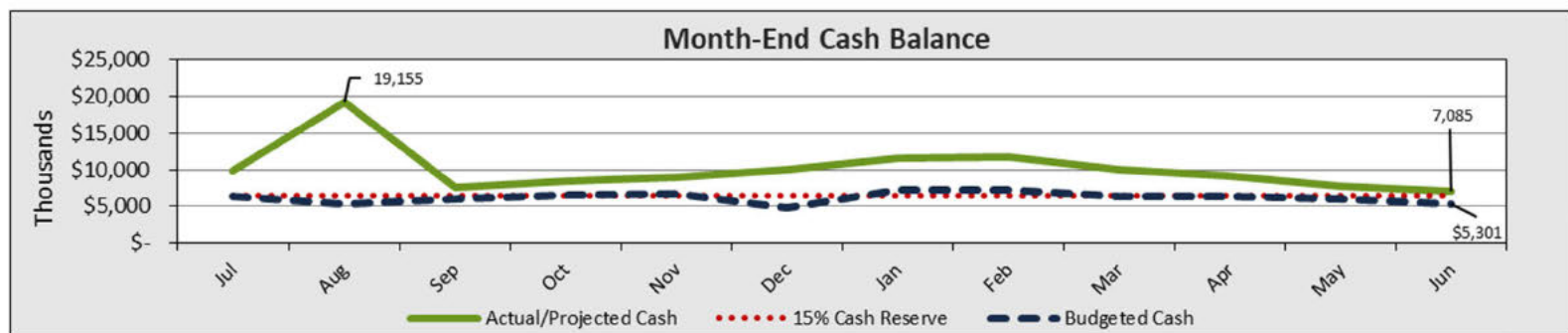
Fund Balance

- Year-end surplus forecasted at **1.2%** of total expenses.
- Projected end of year fund balance exceeds State requirements.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (1,327,866)	\$ (2,767,813)	\$ 1,439,947	\$ 518,864	\$ 1,015,544	\$ (496,680)
Beginning Fund Balance	<u>7,211,631</u>	<u>7,211,631</u>		<u>7,211,631</u>	<u>7,211,631</u>	
Ending Fund Balance	<u>\$ 5,883,764</u>	<u>\$ 4,443,817</u>		<u>\$ 7,730,494</u>	<u>\$ 8,227,174</u>	
As a % of Annual Expenses	13.6%	9.2%		17.9%	17.1%	

Cash Balance

- 8/31 cash balance: **\$19M**
- Early deferral payback occurred, and money owed to CSC has been remitted in full.



Compliance



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	Sep-03	Year-End Maintenance of Effort (Special Education) - Report due to Charter school's SELPA. Maintenance of Effort (MOE) is a requirement that you spend each year at least what you spent last year in the area of special education (with some exceptions). If you reduce your special education budget (or expenditures) in a given year, you need to be careful to ensure that you have met the MOE requirement. This does not mean you can't reduce costs, but you must do so within the guidelines of federal MOE.	Charter Impact	No	No	
FINANCE	Set by Authorizer	Unaudited Actual Reports - Annual unaudited financial statements for the preceding year are due by date set by the charter authorizer (no later than September 15th).	Charter Impact	Yes	Yes	https://www.cde.ca.gov/fg/sf/fr/cs/alternative.asp
DATA TEAM	Oct-06	California Basic Educational Data System (CBEDS) Information Day - The first Wed in Oct is CBEDS Information Day, used to collect information on student and staff demographics. Schools must complete the School Information Form (SIF). The SIF is used to report the count of classified staff, kindergarten program type, educational calendars, work visa applications, multilingual instructional programs, and languages of instruction. Data is due to CDE on October 29th .	CPA	No	No	http://www.cde.ca.gov/ds/dc/cbl/
FINANCE	Oct-06	Federal Stimulus Reporting - Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received through the CARES Act, the CRRSA Act, and the ARP, including ESSER I, GEER I, ESSER II and ESSER III. Reporting for the preceding quarter (July 1 - Sep 30) are due October 6th. Additionally, CRF may report corrections for expenditures through May 31, 2021.	Charter Impact	No	No	https://www.cde.ca.gov/fg/cr/reporting.asp
DATA TEAM	Oct-29	CBEDS-ORA - Collection of FTE of classified staff, estimated teacher hires, Kindergarten program types, H-1B work visa application, education calendar, multilingual instructional programs, languages of instruction and district of choice transfer requests and transportation data.	CPA	No	No	https://www.cde.ca.gov/ds/dc/cbl/
FINANCE	Oct-29	ESSER III Expenditure Plan - Local educational agencies (LEAs) that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the ARP Act, referred to as ESSER III funds, are required to develop a plan detailing how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address the academic impact of lost instructional time as well as respond to the academic, social, emotional, and mental health needs of all students, particularly those students disproportionately impacted by the COVID-19 pandemic. The ESSER III Expenditure Plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021.	Charter Impact	Yes	No	https://www.cde.ca.gov/fg/cr/arpact.asp
FINANCE	Oct-31	Federal Cash Management - Period 2 - Charter schools that are awarded a grant under any of these programs: Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; and Title III Immigrant programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	http://www.cde.ca.gov/fg/aa/cm/
DATA TEAM	Oct-31	Complete 20-Day Attendance Report - Charter schools in their first year of operation that begin instruction by September 30th, and continuing charter schools that are expanding by adding one or more grade levels, may apply for a special advance on their funding for LCFF State Aid and EPA State Aid. The special advance is based on actual ADA and pupil demographic data for the first 20 days of student instruction.	CPA	No	Yes	https://www.cde.ca.gov/fg/aa/pa/csfunding.asp#tabsection_2

Appendices

- Monthly Cash Flow / Forecast 21-22
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging

Cabrillo Point Academy

Monthly Cash Flow/Forecast FY21-22

Revised 09/24/21

ADA 3998.40



Revenues

State Aid - Revenue Limit

8011	LCFF State Aid	2,050,360	2,050,360	3,691,612	3,691,612	3,691,612	3,691,612	3,691,612	3,691,612	2,036,062	2,036,062	2,036,062	2,036,062	2,038,698
8012	Education Protection Account	-	-	-	199,920	-	-	199,920	-	199,920	-	-	-	199,920
8019	State Aid - Prior Year	-	1	-	-	-	-	-	-	-	-	-	-	1
8096	In Lieu of Property Taxes	-	-	118,649	79,100	79,100	79,100	79,100	121,349	60,675	60,675	60,675	60,675	60,675
		2,050,360	2,050,361	3,810,261	3,970,631	3,770,711	3,770,711	3,970,631	3,770,711	2,157,411	2,296,657	2,096,737	2,096,737	2,299,293

Federal Revenue

8181	Special Education - Entitlement	-	-	27,292	49,125	49,125	49,125	49,125	49,125	42,378	42,378	42,378	42,378	42,378
8290	Title I, Part A - Basic Low Income	-	-	107,247	-	-	321,741	-	-	-	-	-	-	-
8291	Title II, Part A - Teacher Quality	-	-	22,560	-	-	67,679	-	-	-	-	-	-	-
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	21,538	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000
8299	Prior Year Federal Revenue	5,301	22,847	-	-	-	-	-	-	-	-	-	-	-
		5,301	22,847	157,098	49,125	49,125	438,545	49,125	49,125	42,378	42,378	42,378	63,916	1,042,378

Other State Revenue

8311	State Special Education	155,281	155,281	129,690	233,443	233,443	233,443	233,443	233,443	139,267	139,267	139,267	139,267	139,267
8550	Mandated Cost	-	-	-	-	-	103,682	-	-	-	-	-	-	-
8560	State Lottery	-	-	-	-	-	-	232,965	-	232,965	-	-	-	361,740
8599	Other State Revenue	-	-	-	376,954	-	-	-	-	-	-	-	-	-
		155,281	155,281	129,690	610,397	233,443	337,125	466,407	233,443	139,267	372,231	139,267	139,267	501,006

Other Local Revenue

8660	Interest Revenue	1,868	149	-	-	-	-	-	-	-	-	-	-	-
8980	Contributions, Unrestricted	-	237	-	-	-	-	-	-	-	-	-	-	-
		1,868	387	-	-	-	-	-	-	-	-	-	-	-

Total Revenue

		2,212,810	2,228,876	4,097,049	4,630,153	4,053,279	4,546,380	4,486,163	4,053,279	2,339,056	2,711,266	2,278,381	2,299,919	3,842,677
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Expenses

Certificated Salaries

1100	Teachers' Salaries	879,967	1,045,104	1,034,678	1,034,678	1,034,678	1,034,678	1,034,678	1,034,678	1,034,678	1,034,678	1,034,678	1,034,678	-
1175	Teachers' Extra Duty/Stipends	85,946	128,567	131,832	131,832	131,832	131,832	131,832	131,832	131,832	131,832	131,832	131,832	-
1200	Pupil Support Salaries	70,925	89,527	64,460	64,460	64,460	64,460	64,460	64,460	64,460	64,460	64,460	64,460	-
1300	Administrators' Salaries	135,026	140,722	134,375	134,375	134,375	134,375	134,375	134,375	134,375	134,375	134,375	134,375	-
1900	Other Certificated Salaries	58,286	59,115	40,261	40,261	40,261	40,261	40,261	40,261	40,261	40,261	40,261	40,261	-
		1,230,149	1,463,036	1,405,606	1,405,606	1,405,606	1,405,606	1,405,606	1,405,606	1,405,606	1,405,606	1,405,606	1,405,606	-

Classified Salaries

2100	Instructional Salaries	26,431	37,323	16,356	16,356	16,356	16,356	16,356	16,356	16,356	16,356	16,356	16,356	-
6200	Support Salaries	67,248	70,486	108,777	108,777	108,777	108,777	108,777	108,777	108,777	108,777	108,777	108,777	-
2300	Classified Administrators' Salaries	52,195	52,516	46,621	46,621	46,621	46,621	46,621	46,621	46,621	46,621	46,621	46,621	-
2400	Clerical and Office Staff Salaries	72,839	79,834	72,773	72,773	72,773	72,773	72,773	72,773	72,773	72,773	72,773	72,773	-
2900	Other Classified Salaries	22,295	24,066	29,989	29,989	29,989	29,989	29,989	29,989	29,989	29,989	29,989	29,989	-
		241,008	264,224	274,516	274,516	274,516	274,516	274,516	274,516	274,516	274,516	274,516	274,516	-

Benefits

3101	STRS	203,651	238,609	226,768	226,768	226,768	226,768	226,768	226,768	226,768	226,768	226,768	226,768	-
3301	OASDI	14,563	15,341	17,250	17,250	17,250	17,250	17,250	17,250	17,250	17,250	17,250	17,250	-
3311	Medicare	20,610	24,273	24,559	24,559	24,559	24,559	24,559	24,559	24,559	24,559	24,559	24,559	-
3401	Health and Welfare	159,290	184,894	186,667	186,667	186,667	186,667	186,667	186,667	186,667	186,667	186,667	186,667	-
3601	State Unemployment	3,003	8,503	4,676	4,676	4,676	23,380	18,704	9,352	4,676	4,676	4,676	4,676	-
3601	Workers' Compensation	13,698	23,457	15,243	15,243	15,243	15,243	15,243	15,243	15,243	15,243	15,243	15,243	-
3901	Other Benefits	-	-	50,811	50,811	50,811	50,811	50,811	50,811	50,811	50,811	50,811	50,811	-
		414,816	495,077	525,974	525,974	525,974	544,678	544,678	540,002	530,650	525,974	525,974	525,974	-

Books and Supplies

4100	Textbooks and Core Materials	395	5,119	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	-
4302	School Supplies	104,809	600,517	326,789	445,696	335,287	276,934	452,546	411,847	484,074	331,541	326,135	76,143	-
4305	Software	117,155	218,890	77,493	77,493	77,493	77,493	77,493	77,493	77,493	77,493	77,493	77,493	-
4310	Office Expense	3,833	30,269	3,467	3,467	3,467	3,467	3,467	3,467	3,467	3,467	3,467	3,467	-
4311	Business Meals	-	-	33	33	33	33	33	33	33	33	33	33	-
4400	Noncapitalized Equipment	3,952	63,562	76,271	104,023	78,254	64,635	105,621	96,122	112,980	77,379	76,118	17,771	-
		230,143	918,356	498,636	645,294	509,117	437,145	653,743	603,545	692,630	504,496	497,829	189,491	-

Subagreement Services

5101	Nursing	-	-	117	117	117	117	117	117	117	117	117	117	-
5102	Special Education	4,882	88,012	289,546	289,546	289,546	289,546	289,546	289,546	289,546	289,546	289,546	289,546	-
5105	Security	-	367	-	-	-	-	-	-	-	-	-	-	-
5106	Other Educational Consultants	(8,515)	42,424	467,769	637,973	479,933	396,406	647,778	589,521	692,908	474,570	466,833	108,992	-
		(3,633)	130,802	757,432	927,636	769,596	686,069	937,441	879,185	982,572	764,233	756,496	398,656	-

Operations and Housekeeping

5201	Auto and Travel	3,249	14,790	2,683	2,683	2,683	2,683	2,683	2,683	2,683	2,683	2,683	2,683	-
5300	Dues & Memberships	667	12,667	733	733	733	733	733	733	733	733	733	733	-
5400	Insurance	22,156	30,064	28,392	28,392	28,392	28,392	28,392	28,392	28,392	28,392	28,392	28,392	-
5501	Utilities	2,782	(1,445)	625	625	625	625	625	625	625	625	625	625	-
5900	Communications	1,772	418	2,192	2,192	2,192	2,192	2,192	2,192	2,192	2,192	2,192	2,192	-
5901	Postage and Shipping	2,306	2,081	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	-
		32,932	58,575	35,750	35,750	35,750	35,750	35,750	35,750	35,750	35,750	35,750	35,750	-

Facilities, Repairs and Other Leases

5601	Rent	46,516	(9,489)	14,917	14,917	14,917	14,917	14,917	14,917	14,917	14,917	14,917	14,917	-
5602	Additional Rent	-	-	33	33	33	33	33	33	33	33	33	33	-
5604	Other Leases	614	1,315	217	217	217	217	217	217	217	217	217	217	-
		47,130	(8,174)	15,167	15,167	15,167	15,167	15,167	15,167	15,167	15,167	15,167	15,167	-

Annual Forecast	Original Budget Total	Favorable / (Unfav.)
ADA	4606.00	
36,433,336	42,069,658	(5,636,322)
799,680	921,200	(121,520)
1	-	1
878,195	1,011,646	(133,451)
38,111,212	44,002,505	(5,891,292)
484,806	558,478	(73,672)
428,988	428,988	-
90,238	90,238	-
21,538	21,538	-
1,000,000	-	1,000,000
28,148	-	28,148
2,053,718	1,099,242	954,477
2,303,798	2,653,885	(350,087)
103,682	103,682	-
827,669	953,442	(125,773)
376,954	376,954	-
3,612,103	4,087,963	(475,860)
2,018	-	2,018
237	-	237
2,255	-	2,255
43,779,289	49,189,710	(5,410,421)
1.19%		
12,271,848	12,455,448	183,600
1,532,836	2,331,987	799,151
805,055	936,709	131,655
1,619,498	1,510,212	(109,286)
520,009	466,550	(53,459)
16,749,245	17,700,907	951,661
227,314	311,609	84,295
1,225,504	1,827,445	601,941
570,918	615,450	44,531
880,408	764,629	(115,779)
346,246	331,968	(14,278)
3,250,391	3,851,101	600,710
2,709,937	2,835,721	125,783
202,401	241,571	39,170
290,472	313,159	22,687
2,210,851	2,235,000	24,149
95,675	155,330	59,655
189,589	194,374	4,785
609,738	647,914	38,176
6,308,663	6,623,069	314,406
151,347	199,100	47,753
4,172,317	5,640,302	1,467,985
1,110,971	1,037,611	(73,360)
68,768	27,700	(41,068)
333	200	(133)
876,687	1,239,924	363,236
6,380,424	8,144,837	1,764,413
1,167	1,500	333
3,176,358	3,515,358	338,999
367	-	(367)
4,996,594	5,289,966	293,372
8,174,486	8,806,824	632,338
44,873	6,600	(38,273)
20,667	10,500	(10,167)
336,137	392,000	55,863
7,587	6,300	(1,287)
24,106	32,000	7,894
15,638	14,500	(1,138)
449,007	461,900	12,893
186,194	182,000	(4,194)
333	500	167
4,096	1,600	(2,496)
190,623	184,100	(6,523)

Cabrillo Point Academy

Monthly Cash Flow/Forecast FY21-22

Revised 09/24/21

ADA 3998.40



Professional/Consulting Services

5801 IT	2,249	(1,563)	2,737	2,737	2,737	2,737	2,737	2,737	2,737	2,737	2,737	2,737	47,155
5802 Audit & Taxes	-	-	-	3,667	3,667	3,667	-	-	-	-	-	-	-
5803 Legal	-	31,755	16,633	16,633	16,633	16,633	16,633	16,633	16,633	16,633	16,633	16,633	15,017
5804 Professional Development	2,060	6,425	9,645	9,645	9,645	9,645	9,645	9,645	9,645	9,645	9,645	9,645	-
5805 General Consulting	-	1,250	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	-
5806 Special Activities/Field Trips	303	15,651	3,367	4,592	3,455	2,853	4,663	4,243	4,988	3,416	3,360	785	-
5807 Bank Charges	2,141	1,145	3,092	3,092	3,092	3,092	3,092	3,092	3,092	3,092	3,092	3,092	-
5809 Other taxes and fees	1,824	406	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	-
5810 Payroll Service Fee	1,315	2,144	2,542	2,542	2,542	2,542	2,542	2,542	2,542	2,542	2,542	2,542	-
5811 Management Fee	71,195	74,495	63,845	63,845	63,845	63,845	63,845	63,845	63,845	63,845	63,845	63,845	-
5812 District Oversight Fee	20,504	20,504	38,103	39,706	37,707	37,707	39,706	37,707	21,574	22,967	20,967	20,967	22,993
5813 County Fees	-	-	-	875	-	-	875	-	-	875	-	-	875

101,590 152,212 145,813 153,183 149,171 148,570 149,587 146,294 130,905 131,601 128,671 126,095 86,039

Depreciation

6900 Depreciation Expense	655	655	655	655	655	655	655	655	655	655	655	655	-
	655	655	655	655	655	655	655	655	655	655	655	655	-

Interest

7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-

Total Expenses

2,294,789 3,474,763 3,659,548 3,983,781 3,685,551 3,529,451 4,017,142 3,900,718 4,068,450 3,657,997 3,640,664 2,971,908 375,662

Monthly Surplus (Deficit)

(81,979) (1,245,887) 437,502 646,372 367,728 1,016,929 469,021 152,560 (1,729,394) (946,732) (1,362,283) (671,989) 3,467,015

Cash Flow Adjustments

Monthly Surplus (Deficit)	(81,979)	(1,245,887)	437,502	646,372	367,728	1,016,929	469,021	152,560	(1,729,394)	(946,732)	(1,362,283)	(671,989)	3,467,015
Cash flows from operating activities													
Depreciation/Amortization	655	655	655	655	655	655	655	655	655	655	655	655	-
Public Funding Receivables	3,617,026	10,490,853	-	182,297	117,845	-	1,182,786	-	-	-	-	-	(3,842,677)
Grants and Contributions Rec.	2,964,521	11,102	-	-	-	-	-	-	-	-	-	-	-
Prepaid Expenses	(119,100)	(46,654)	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(710,185)	83,645	(661,796)	-	-	-	-	-	-	-	-	-	375,662
Accrued Expenses	283,020	57,091	-	-	-	-	-	-	-	-	-	-	-
Other Liabilities	(2,960,800)	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities													
Payments on Factoring	-	-	(11,277,400)	-	-	-	-	-	-	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-

Total Change in Cash

2,993,158 9,350,805 (11,501,039) 829,323 486,227 1,017,584 1,652,462 153,215 (1,728,739) (946,077) (1,361,628) (671,334)

Cash, Beginning of Month

6,811,278 9,804,437 19,155,242 7,654,202 8,483,526 8,969,753 9,987,337 11,639,800 11,793,015 10,064,276 9,118,199 7,756,571

Cash, End of Month

9,804,437 19,155,242 7,654,202 8,483,526 8,969,753 9,987,337 11,639,800 11,793,015 10,064,276 9,118,199 7,756,571 7,085,237

Annual Forecast	Original Budget Total	Favorable / (Unfav.)
75,207	592,840	517,633
11,000	7,400	(3,600)
213,105	180,200	(32,905)
104,933	115,738	10,805
38,917	50,600	11,683
51,676	60,906	9,230
34,202	34,700	498
23,063	19,600	(3,463)
28,876	33,300	4,424
784,138	860,820	76,682
381,112	440,025	58,913
3,500	2,400	(1,100)
1,749,730	2,398,529	648,799
7,857	2,900	(4,957)
7,857	2,900	(4,957)
-	-	-
-	-	-
-	-	-
43,260,425	48,174,166	4,913,741
518,864	1,015,544	(496,680)
1.20%		
518,864		
7,857		
11,748,130		
2,975,623		
(165,753)		
(912,674)		
340,112		
(2,960,800)		
(11,277,400)		

Cert.	Instr.
53.6%	84.7%
5,964,742	2,054,656

Pupil:Teacher Ratio
20.19 :1

Cabrillo Point Academy
Budget vs Actual

For the period ended August 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 2,050,360	\$ 2,055,844	\$ (5,484)	\$ 4,100,720	\$ 4,111,689	\$ (10,969)	\$ 42,069,658
Education Protection Account	-	-	-	-	-	-	921,200
State Aid - Prior Year	1	-	1	1	-	1	-
In Lieu of Property Taxes	-	59,325	(59,325)	-	59,325	(59,325)	1,011,646
Total State Aid - Revenue Limit	2,050,361	2,115,169	(64,808)	4,100,721	4,171,014	(70,293)	44,002,505
Federal Revenue							
Special Education - Entitlement	-	27,292	(27,292)	-	27,292	(27,292)	558,478
Title I, Part A - Basic Low Income	-	-	-	-	-	-	428,988
Title II, Part A - Teacher Quality	-	-	-	-	-	-	90,238
Title III - Limited English	-	-	-	-	-	-	21,538
Prior Year Federal Revenue	22,847	-	22,847	28,148	-	28,148	-
Total Federal Revenue	22,847	27,292	(4,445)	28,148	27,292	856	1,099,242
Other State Revenue							
State Special Education	155,281	129,690	25,591	310,562	129,690	180,872	2,653,885
Mandated Cost	-	-	-	-	-	-	103,682
State Lottery	-	-	-	-	-	-	953,442
Other State Revenue	-	-	-	-	-	-	376,954
Total Other State Revenue	155,281	129,690	25,591	310,562	129,690	180,872	4,087,963
Other Local Revenue							-
Interest Revenue	149	-	149	2,018	-	2,018	-
Contributions, Unrestricted	237	-	237	237	-	237	-
Total Other Local Revenue	387	-	387	2,255	-	2,255	-
Total Revenues	\$ 2,228,876	\$ 2,272,151	\$ (43,276)	\$ 4,441,686	\$ 4,327,996	\$ 113,690	\$ 49,189,710
Expenses							
Certificated Salaries							
Teachers' Salaries	\$ 1,045,104	\$ 1,037,954	\$ (7,150)	\$ 1,925,071	\$ 2,075,908	\$ 150,837	\$ 12,455,448
Teachers' Extra Duty/Stipends	128,567	194,332	65,765	214,513	388,665	174,152	2,331,987
Pupil Support Salaries	89,527	78,059	(11,468)	160,452	156,118	(4,334)	936,709
Administrators' Salaries	140,722	125,851	(14,871)	275,748	251,702	(24,046)	1,510,212
Other Certificated Salaries	59,115	38,879	(20,236)	117,401	77,758	(39,643)	466,550
Total Certificated Salaries	1,463,036	1,475,076	12,039	2,693,185	2,950,151	256,966	17,700,907
Classified Salaries							
Instructional Salaries	37,323	25,967	(11,355)	63,753	51,935	(11,819)	311,609
Support Salaries	70,486	152,287	81,801	137,734	304,574	166,840	1,827,445
Supervisors' and Administrators' Salaries	52,516	51,287	(1,228)	104,710	102,575	(2,135)	615,450
Clerical and Office Staff Salaries	79,834	63,719	(16,115)	152,674	127,438	(25,235)	764,629
Other Classified Salaries	24,066	27,664	3,598	46,360	55,328	8,968	331,968
Total Classified Salaries	264,224	320,925	56,701	505,232	641,850	136,618	3,851,101
Benefits							
State Teachers' Retirement System, certificated positions	238,609	236,310	(2,299)	442,260	472,620	30,360	2,835,721
OASDI/Medicare/Alternative, certificated positions	15,341	20,131	4,790	29,904	40,262	10,358	241,571
Medicare/Alternative, certificated positions	24,273	26,097	1,824	44,883	52,193	7,310	313,159
Health and Welfare Benefits, certificated positions	184,894	186,250	1,356	344,184	372,500	28,316	2,235,000
State Unemployment Insurance, certificated positions	8,503	7,767	(737)	11,507	15,533	4,026	155,330
Workers' Compensation Insurance, certificated positions	23,457	16,198	(7,259)	37,155	32,396	(4,759)	194,374
Other Benefits, certificated positions	-	53,993	53,993	-	107,986	107,986	647,914
Total Benefits	495,077	546,745	51,668	909,893	1,093,490	183,597	6,623,069
Books & Supplies							
Textbooks and Core Materials	5,119	16,592	11,473	5,513	33,183	27,670	199,100
School Supplies	600,517	389,388	(211,129)	705,325	529,815	(175,510)	5,640,302
Software	218,890	86,468	(132,422)	336,045	172,935	(163,110)	1,037,611
Office Expense	30,269	2,308	(27,961)	34,101	4,617	(29,485)	27,700
Business Meals	-	17	17	-	33	33	200
Noncapitalized Equipment	63,562	85,600	22,038	67,514	116,471	48,957	1,239,924
Total Books & Supplies	918,356	580,372	(337,983)	1,148,499	857,054	(291,445)	8,144,837
Subagreement Services							
Nursing	-	125	125	-	250	250	1,500
Special Education	88,012	292,946	204,935	92,894	585,893	492,999	3,515,358
Security	367	-	(367)	367	-	(367)	-
Other Educational Consultants	42,424	365,202	322,778	33,909	496,907	462,998	5,289,966
Total Subagreement Services	130,802	658,273	527,471	127,169	1,083,050	955,880	8,806,824

Cabrillo Point Academy

Budget vs Actual

For the period ended August 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Operations & Housekeeping							
Auto and Travel	14,790	550	(14,240)	18,039	1,100	(16,939)	6,600
Dues & Memberships	12,667	875	(11,792)	13,333	1,750	(11,583)	10,500
Insurance	30,064	32,667	2,603	52,220	65,333	13,113	392,000
Utilities	(1,445)	525	1,970	1,337	1,050	(287)	6,300
Communications	418	2,667	2,249	2,190	5,333	3,144	32,000
Postage and Shipping	2,081	1,208	(873)	4,388	2,417	(1,971)	14,500
Total Operations & Housekeeping	58,575	38,492	(20,084)	91,507	76,983	(14,524)	461,900
Facilities, Repairs & Other Leases							
Rent	(9,489)	15,167	24,656	37,027	30,333	(6,694)	182,000
Additional Rent	-	42	42	-	83	83	500
Other Leases	1,315	133	(1,182)	1,929	267	(1,662)	1,600
Repairs and Maintenance	-	-	-	-	-	-	-
Total Facilities, Repairs & Other Leases	(8,174)	15,342	23,516	38,956	30,683	(8,273)	184,100
Professional/Consulting Services							
IT	(1,563)	49,403	50,966	686	98,807	98,120	592,840
Audit & Taxes	-	-	-	-	-	-	7,400
Legal	31,755	15,017	(16,739)	31,755	30,033	(1,722)	180,200
Professional Development	6,425	9,645	3,220	8,485	19,290	10,805	115,738
General Consulting	1,250	4,217	2,967	1,250	8,433	7,183	50,600
Special Activities/Field Trips	15,651	4,205	(11,446)	15,954	5,721	(10,233)	60,906
Bank Charges	1,145	2,892	1,747	3,285	5,783	2,498	34,700
Other Taxes and Fees	406	1,633	1,227	2,230	3,267	1,037	19,600
Payroll Service Fee	2,144	2,775	631	3,459	5,550	2,091	33,300
Management Fee	74,495	71,735	(2,760)	145,690	143,470	(2,220)	860,820
District Oversight Fee	20,504	21,152	648	41,007	41,710	703	440,025
County Fees	-	-	-	-	-	-	2,400
Total Professional/Consulting Services	152,212	182,673	30,461	253,802	362,064	108,262	2,398,529
Depreciation							
Depreciation Expense	655	242	(413)	1,309	483	(826)	2,900
Total Depreciation	655	242	(413)	1,309	483	(826)	2,900
Total Expenses	\$ 3,474,763	\$ 3,818,139	\$ 343,376	\$ 5,769,552	\$ 7,095,809	\$ 1,326,256	\$ 48,174,166
Change in Net Assets	(1,245,887)	(1,545,988)	300,100	(1,327,866)	(2,767,813)	1,439,947	1,015,544
Net Assets, Beginning of Period	7,129,652			7,211,631			
Net Assets, End of Period	\$ 5,883,764			\$ 5,883,764			

Cabrillo Point Academy

Statement of Financial Position

August 31, 2021

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 19,155,242	\$ 6,811,278	\$ 12,343,963	181%
Accounts Receivable	28,041	42,864	(14,823)	-35%
Public Funding Receivables	1,482,928	15,590,807	(14,107,879)	-90%
Factored Receivables	(11,277,400)	(8,316,600)	(2,960,800)	36%
Due To/From Related Parties	38,833	38,833	-	0%
Prepaid Expenses	492,705	326,952	165,753	51%
Total Current Assets	9,920,350	14,494,135	(4,573,785)	-32%
Long-Term Assets				
Property & Equipment, Net	72,174	73,483	(1,309)	-2%
Deposits	110,634	110,634	-	0%
Total Long Term Assets	182,808	184,117	(1,309)	-1%
Total Assets	\$ 10,103,157	\$ 14,678,252	\$ (4,575,095)	-31%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 661,796	\$ 1,288,336	\$ (626,540)	-49%
Accrued Liabilities	1,961,185	1,621,073	340,112	21%
Deferred Revenue	1,596,412	4,557,212	(2,960,800)	-65%
Total Current Liabilities	4,219,393	7,466,621	(3,247,229)	-43%
Total Liabilities	4,219,393	7,466,621	(3,247,229)	-43%
Total Net Assets	5,883,764	7,211,631	(1,327,866)	-18%
Total Liabilities and Net Assets	\$ 10,103,157	\$ 14,678,252	\$ (4,575,095)	-31%

Cabrillo Point Academy

Statement of Cash Flows

For the period ended August 31, 2021

	Month Ended 08/31/21	YTD Ended 08/31/21
Cash Flows from Operating Activities		
Change in Net Assets	\$ (1,245,887)	\$ (1,327,866)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	655	1,309
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	10,490,853	14,107,879
Grants, Contributions & Pledges Receivable	11,102	2,975,623
Prepaid Expenses	(46,654)	(165,753)
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	83,645	(626,540)
Accrued Expenses	57,091	340,112
Deferred Revenue	-	(2,960,800)
Total Cash Flows from Operating Activities	9,350,805	12,343,963
Change in Cash & Cash Equivalents	9,350,805	12,343,963
Cash & Cash Equivalents, Beginning of Period	9,804,437	6,811,278
Cash and Cash Equivalents, End of Period	\$ 19,155,242	\$ 19,155,242

Cabrillo Point Academy

Check Register

For the period ended August 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
18630	Procurify	8/2/2021	\$ 32,500.00
18631	Amazon Capital Services	8/5/2021	158.55
18632	3P Learning Inc.	8/5/2021	4,500.00
18633	Adam Mock	8/5/2021	2,000.00
18634	Arden Jenner	8/5/2021	14.45
18635	Art of Problem Solving	8/5/2021	698.60
18636	Beautiful Feet Books, Inc.	8/5/2021	521.93
18637	BrainPOP LLC	8/5/2021	11,522.00
18638	Carlson Gracie Jiu Jitsu Menifee	8/5/2021	325.00
18639	CHLIC-CHICAGO	8/5/2021	11,305.00
18640	ComputerLand of Silicon Valley	8/5/2021	2,500.00
18641	Cornerstone Therapies	8/5/2021	2,000.00
18642	CourseStorm	8/5/2021	1,000.00
18643	Effectual Educational Consulting Services	8/5/2021	1,530.00
18644	Elemental Science	8/5/2021	814.22
18645	Ellevation Inc.	8/5/2021	8,400.00
18646	Fidelity Security Life Insurance Co.	8/5/2021	1,639.14
18647	Gail Shafer	8/5/2021	450.00
18648	Greg Richardson Music	8/5/2021	850.00
18649	HBCO LLC	8/5/2021	185.00
18650	Houghton Mifflin Harcourt Publishing Co.	8/5/2021	5,775.00
18651	JacKris Publishing, LLC	8/5/2021	362.91
18652	Kaiser Foundation Health Plan	8/5/2021	61,928.32
18653	Lakeshore	8/5/2021	178.78
18654	Learning Without Tears	8/5/2021	40.87
18655	Math-U-See Inc.	8/5/2021	352.00
18656	MobyMax, LLC	8/5/2021	31,465.00
18657	Moving Beyond the Page	8/5/2021	8,536.00
18658	Mystery Science Inc.	8/5/2021	267.00
18659	Nicole the Math Lady, LLC	8/5/2021	128.00
18660	Oak Meadow Inc.	8/5/2021	442.91
18661	Oxford Consulting Services, Inc.	8/5/2021	841.50
18662	Reading with TLC	8/5/2021	1,296.76
18663	Renaissance	8/5/2021	735.00
18664	S.T.A.R Academy	8/5/2021	3,030.00
18665	SHI International Corp	8/5/2021	3,516.46
18666	SpanishOne Plus	8/5/2021	VOID
18667	STEM Studio Ramona	8/5/2021	350.00
18668	TalkBox.Mom, Inc	8/5/2021	1,052.72
18669	Teaching Textbooks	8/5/2021	521.88
18670	Temecula Valley Therapy Services	8/5/2021	900.00
18671	Verizon Wireless	8/5/2021	411.99
18672	WriteShop	8/5/2021	135.02
18673	Inspyr Arts Education LLC	8/6/2021	215.00
18674	Modjdeh and Daryoush Akbari	8/12/2021	6,950.00
18675	Colonial Chesterfield at Riley's Farm	8/13/2021	8,635.68
18676	Age of Learning for Schools, Inc	8/13/2021	5,000.00

Cabrillo Point Academy

Check Register

For the period ended August 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
18677	Alpha Interpreting Agency	8/13/2021	5,500.00
18678	Art of Problem Solving	8/13/2021	70.00
18679	Beautiful Feet Books, Inc.	8/13/2021	3,440.29
18680	Bitsbox	8/13/2021	479.10
18681	Breanne Luce	8/13/2021	36.25
18682	Cox Business	8/13/2021	470.39
18683	Edmentum Inc	8/13/2021	6,500.00
18684	Elemental Science	8/13/2021	138.58
18685	Evan-Moor	8/13/2021	47.81
18686	Gracie Barra Costa Mesa	8/13/2021	1,653.00
18687	Grammarly Inc.	8/13/2021	2,100.00
18688	iMath	8/13/2021	3,192.10
18689	Infinity Kids	8/13/2021	1,700.00
18690	Isabelle Benziane	8/13/2021	419.50
18691	JacKris Publishing, LLC	8/13/2021	71.28
18692	Jonathan Alaniz	8/13/2021	25.00
18693	Karen Ketterer	8/13/2021	1,363.38
18694	Kim Nehrig	8/13/2021	16.50
18695	Kimberly Zini	8/13/2021	2,502.00
18696	Lakeshore	8/13/2021	112.51
18697	Learning Without Tears	8/13/2021	292.00
18698	Little Passports	8/13/2021	19.40
18699	Mad Dog Math	8/13/2021	139.87
18700	Math-U-See Inc.	8/13/2021	1,140.00
18701	McGraw Hill LLC	8/13/2021	49.36
18702	Michele Sanchez	8/13/2021	115.00
18703	Moving Beyond the Page	8/13/2021	9,423.91
18704	MoxieBox Art, Inc	8/13/2021	926.10
18705	Mystery Science Inc.	8/13/2021	356.00
18706	NCS Pearson, Inc.	8/13/2021	165.00
18707	Nessy Learning LLC	8/13/2021	100.00
18708	Nicole the Math Lady, LLC	8/13/2021	584.00
18709	Oak Meadow Inc.	8/13/2021	770.73
18710	Pacific Coast Academy	8/13/2021	279,488.58
18711	Professional Tutors of America Inc.	8/13/2021	1,490.00
18712	Reading Horizons	8/13/2021	5,500.00
18713	Reading with TLC	8/13/2021	947.07
18714	Renaissance	8/13/2021	65,210.00
18715	School of Rock - Rancho Santa Margarita	8/13/2021	105.00
18716	SHI International Corp	8/13/2021	2,835.99
18717	Signing Online	8/13/2021	75.00
18722	Singapore Math Inc.	8/13/2021	12,672.50
18724	Studies Weekly	8/13/2021	2,293.05
18725	TCi	8/13/2021	95.12
18726	Teaching Textbooks	8/13/2021	915.95
18727	Time4Learning	8/13/2021	399.00
18728	Trinity Therapeutic Riding Center	8/13/2021	200.00
18729	WriteShop	8/13/2021	136.82

Cabrillo Point Academy

Check Register

For the period ended August 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
18730	Ramsey Solutions	8/13/2021	368.02
18731	Voya Financial FBO CalSTRS Pension2	8/17/2021	16,206.00
18732	Laura Gagnon	8/17/2021	65.00
18733	Pacific Conservatory	8/17/2021	172.00
18734	Sandra Vukoye	8/17/2021	502.32
18735	A Plan in Place	8/19/2021	44.89
18736	Bay Alarm Company	8/19/2021	100.00
18737	Beautiful Feet Books, Inc.	8/19/2021	1,150.53
18738	Braille Abilities, LLC	8/19/2021	17,939.35
18739	Brave Writer LLC	8/19/2021	1,698.30
18740	CDW Government	8/19/2021	2,989.92
18741	Charter Schools Development Center	8/19/2021	12,000.00
18742	Christine Echeverri	8/19/2021	286.99
18743	Cornerstone Therapies	8/19/2021	600.00
18744	Crafty School Crates	8/19/2021	151.90
18745	Educational Development Corporation	8/19/2021	261.35
18746	Effectual Educational Consulting Services	8/19/2021	11,315.00
18747	Elemental Science	8/19/2021	192.19
18748	Evan-Moor	8/19/2021	435.31
18749	Express Yourself Therapy	8/19/2021	1,453.00
18750	HBCO LLC	8/19/2021	73.75
18751	Honest History Co.	8/19/2021	241.95
18752	JacKris Publishing, LLC	8/19/2021	229.07
18753	Karen Gough Eschrich	8/19/2021	38.25
18754	Kitchen Stewardship, LLC	8/19/2021	299.90
18755	Lakeshore	8/19/2021	613.57
18756	Learning Without Tears	8/19/2021	355.60
18757	Little Passports	8/19/2021	245.02
18758	LivelyLatin	8/19/2021	650.00
18759	Mad Dog Math	8/19/2021	114.43
18760	Math-U-See Inc.	8/19/2021	116.00
18761	McColgan & Associates INC	8/19/2021	2,125.00
18762	Moving Beyond the Page	8/19/2021	9,293.30
18763	Mystery Science Inc.	8/19/2021	89.00
18764	Nicole the Math Lady, LLC	8/19/2021	158.00
18765	Ocean First Education	8/19/2021	99.95
18766	Reading with TLC	8/19/2021	3,234.62
18767	San Diego Gas & Electric	8/19/2021	891.33
18768	SHI International Corp	8/19/2021	17,868.54
18769	Shmoop University, Inc.	8/19/2021	8,000.00
18772	Singapore Math Inc.	8/19/2021	7,215.69
18773	Speech Pathology Associates	8/19/2021	6,300.00
18776	Studies Weekly	8/19/2021	2,250.82
18777	TalkBox.Mom, Inc	8/19/2021	773.60
18778	Teaching Textbooks	8/19/2021	354.48
18779	The LaunchPad Therapy for Kids	8/19/2021	115.00
18780	Time Warner Cable	8/19/2021	79.35
18781	Trigger Memory Co.	8/19/2021	21.95

Cabrillo Point Academy**Check Register****For the period ended August 31, 2021**

Check Number	Vendor Name	Check Date	Check Amount
18782	TutorMe, LLC	8/19/2021	75,600.00
18783	WriteShop	8/19/2021	263.50
18784	Zaner-Bloser, Inc.	8/19/2021	104.81
18785	SpanishOne Plus	8/23/2021	4,881.90
18786	Julie and Jared McBride	8/23/2021	26,729.98
18787	Voya Financial FBO CalSTRS Pension2	8/24/2021	17,369.00
18788	Cameron Brothers Construction Co. LP	8/25/2021	13,376.25
18789	Modern Development Company	8/25/2021	6,799.50
18790	Poway Executive Plaza, LLC	8/25/2021	25,964.56
18792	Amazon Capital Services	8/26/2021	98.15
18793	Andrew Thorsen	8/26/2021	24.72
18794	Apple Inc.	8/26/2021	148.00
18795	Bay Alarm Company	8/26/2021	3,250.00
18796	Bay Alarm Company	8/26/2021	165.00
18797	Bay Alarm Company	8/26/2021	51.54
18798	Bay Alarm Company	8/26/2021	2.93
18799	Bay Alarm Company	8/26/2021	2.48
18800	Beautiful Feet Books, Inc.	8/26/2021	949.61
18801	Braille Abilities, LLC	8/26/2021	14,046.00
18802	CDW Government	8/26/2021	819.59
18803	Cognitive Square, Inc.	8/26/2021	58.10
18804	CompuScholar, Inc.	8/26/2021	95.00
18805	De Angelo's Music	8/26/2021	240.00
18806	Dino Lingo, Inc.	8/26/2021	95.20
18807	Educational Development Corporation	8/26/2021	162.15
18808	Elemental Science	8/26/2021	1,072.07
18809	Elite Fitness Taekwondo	8/26/2021	188.50
18810	Evan-Moor	8/26/2021	380.83
18811	Gina Manifesta	8/26/2021	41.44
18812	Harbottle Law Group	8/26/2021	3,817.00
18813	HBCO LLC	8/26/2021	104.00
18814	JackKris Publishing, LLC	8/26/2021	132.80
18815	Jostens Inc	8/26/2021	1,510.56
18816	Kaiser Foundation Health Plan	8/26/2021	66,166.99
18817	Lakeshore	8/26/2021	234.38
18818	Learning Without Tears	8/26/2021	443.04
18819	Live Education Inc.	8/26/2021	468.45
18820	Mad Dog Math	8/26/2021	179.99
18821	Math-U-See Inc.	8/26/2021	1,400.00
18822	McGraw Hill LLC	8/26/2021	2,077.30
18823	Melinda Kinnier	8/26/2021	24.37
18824	Mike Slayen	8/26/2021	246.00
18825	Morey's Music, Inc.	8/26/2021	95.20
18826	Moving Beyond the Page	8/26/2021	5,651.44
18827	Mystery Science Inc.	8/26/2021	356.00
18828	Nicole the Math Lady, LLC	8/26/2021	138.00
18829	Oak Meadow Inc.	8/26/2021	1,158.54
18830	Ramsey Solutions	8/26/2021	59.98

Cabrillo Point Academy**Check Register****For the period ended August 31, 2021**

Check Number	Vendor Name	Check Date	Check Amount
18831	Reading with TLC	8/26/2021	3,582.59
18832	Rockstars of Tomorrow	8/26/2021	350.00
18833	Scholastic Inc.	8/26/2021	82.35
18834	SHI International Corp	8/26/2021	17,484.88
18837	Singapore Math Inc.	8/26/2021	6,615.14
18838	Sonrisas Spanish	8/26/2021	89.70
18839	Starfall Education Foundation	8/26/2021	105.00
18842	Studies Weekly	8/26/2021	3,716.90
18843	TalkBox.Mom, Inc	8/26/2021	113.14
18844	Teaching Textbooks	8/26/2021	790.65
18845	Thinkwell Corporation	8/26/2021	125.00
18846	TSW Therapy, Inc	8/26/2021	191.25
18847	Verizon Wireless	8/26/2021	338.63
18848	Kaiser Foundation Health Plan	8/31/2021	56,808.90
CPA210805-01	Amazon Capital Services	8/5/2021	798.12
CPA210805-02	Amazon Capital Services	8/5/2021	19.38
CPA210805-03	Amazon Capital Services	8/5/2021	15,473.08
CPA210805-04	Amazon Capital Services	8/5/2021	352.84
CPA210805-05	Amazon Capital Services	8/5/2021	83.85
CPA210805-06	Amazon Capital Services	8/5/2021	10,096.85
CPA210805-07	Amazon Capital Services	8/5/2021	3,705.64
CPA210805-08	Amazon Capital Services	8/5/2021	4,032.74
CPA210805-09	Activities for Learning, Inc.	8/5/2021	99.83
CPA210805-10	Activities for Learning, Inc.	8/5/2021	330.28
CPA210805-100	Rainbow Resource Center	8/5/2021	245.10
CPA210805-101	Rainbow Resource Center	8/5/2021	425.07
CPA210805-102	Rainbow Resource Center	8/5/2021	374.54
CPA210805-103	Rainbow Resource Center	8/5/2021	158.84
CPA210805-104	Rainbow Resource Center	8/5/2021	15.55
CPA210805-105	Rainbow Resource Center	8/5/2021	304.88
CPA210805-106	Rainbow Resource Center	8/5/2021	25.87
CPA210805-107	Rainbow Resource Center	8/5/2021	25.87
CPA210805-108	Rainbow Resource Center	8/5/2021	160.61
CPA210805-109	Rainbow Resource Center	8/5/2021	67.45
CPA210805-11	Activities for Learning, Inc.	8/5/2021	170.78
CPA210805-110	Rainbow Resource Center	8/5/2021	54.86
CPA210805-111	Rainbow Resource Center	8/5/2021	56.36
CPA210805-112	Rainbow Resource Center	8/5/2021	86.54
CPA210805-113	Rainbow Resource Center	8/5/2021	77.21
CPA210805-114	Rainbow Resource Center	8/5/2021	66.53
CPA210805-115	Rainbow Resource Center	8/5/2021	40.26
CPA210805-116	Rainbow Resource Center	8/5/2021	132.89
CPA210805-117	Rainbow Resource Center	8/5/2021	67.10
CPA210805-118	Rainbow Resource Center	8/5/2021	90.90
CPA210805-119	Rainbow Resource Center	8/5/2021	47.65
CPA210805-12	Activities for Learning, Inc.	8/5/2021	82.23
CPA210805-120	Rainbow Resource Center	8/5/2021	162.96
CPA210805-121	Rainbow Resource Center	8/5/2021	353.30

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Check Number	Vendor Name	Check Date	Check Amount
CPA210805-122	Rainbow Resource Center	8/5/2021	59.44
CPA210805-123	Rainbow Resource Center	8/5/2021	73.59
CPA210805-124	Rainbow Resource Center	8/5/2021	40.09
CPA210805-125	Rainbow Resource Center	8/5/2021	39.93
CPA210805-126	Rainbow Resource Center	8/5/2021	205.75
CPA210805-127	Rainbow Resource Center	8/5/2021	121.07
CPA210805-128	Rainbow Resource Center	8/5/2021	231.44
CPA210805-129	Rainbow Resource Center	8/5/2021	105.26
CPA210805-13	Activities for Learning, Inc.	8/5/2021	82.23
CPA210805-130	Rainbow Resource Center	8/5/2021	322.13
CPA210805-131	Rainbow Resource Center	8/5/2021	154.25
CPA210805-132	Rainbow Resource Center	8/5/2021	64.63
CPA210805-133	Rainbow Resource Center	8/5/2021	202.74
CPA210805-134	Rainbow Resource Center	8/5/2021	52.00
CPA210805-135	Rainbow Resource Center	8/5/2021	30.88
CPA210805-136	Rainbow Resource Center	8/5/2021	30.67
CPA210805-137	Rainbow Resource Center	8/5/2021	38.59
CPA210805-138	Rainbow Resource Center	8/5/2021	50.05
CPA210805-139	Rainbow Resource Center	8/5/2021	79.72
CPA210805-14	Activities for Learning, Inc.	8/5/2021	99.83
CPA210805-140	Rainbow Resource Center	8/5/2021	95.68
CPA210805-141	Rainbow Resource Center	8/5/2021	26.63
CPA210805-142	Rainbow Resource Center	8/5/2021	56.42
CPA210805-143	Rainbow Resource Center	8/5/2021	41.39
CPA210805-144	Rainbow Resource Center	8/5/2021	81.32
CPA210805-145	Rainbow Resource Center	8/5/2021	58.95
CPA210805-146	Rainbow Resource Center	8/5/2021	78.31
CPA210805-147	Rainbow Resource Center	8/5/2021	25.17
CPA210805-148	Rainbow Resource Center	8/5/2021	157.43
CPA210805-149	Rainbow Resource Center	8/5/2021	27.92
CPA210805-15	Activities for Learning, Inc.	8/5/2021	99.83
CPA210805-150	Rainbow Resource Center	8/5/2021	27.92
CPA210805-151	Rainbow Resource Center	8/5/2021	210.77
CPA210805-152	Rainbow Resource Center	8/5/2021	177.04
CPA210805-153	Rainbow Resource Center	8/5/2021	59.06
CPA210805-154	Rainbow Resource Center	8/5/2021	145.41
CPA210805-155	Rainbow Resource Center	8/5/2021	150.25
CPA210805-156	Rainbow Resource Center	8/5/2021	62.48
CPA210805-157	Rainbow Resource Center	8/5/2021	58.68
CPA210805-158	Rainbow Resource Center	8/5/2021	201.88
CPA210805-159	Rainbow Resource Center	8/5/2021	96.91
CPA210805-16	All About Learning Press, Inc.	8/5/2021	220.70
CPA210805-160	Rainbow Resource Center	8/5/2021	119.82
CPA210805-161	Rainbow Resource Center	8/5/2021	23.45
CPA210805-162	Rainbow Resource Center	8/5/2021	39.50
CPA210805-163	Rainbow Resource Center	8/5/2021	107.96
CPA210805-164	Rainbow Resource Center	8/5/2021	20.81
CPA210805-165	Rainbow Resource Center	8/5/2021	68.07

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Check Number	Vendor Name	Check Date	Check Amount
CPA210805-166	Rainbow Resource Center	8/5/2021	159.97
CPA210805-167	Rainbow Resource Center	8/5/2021	102.06
CPA210805-168	Rainbow Resource Center	8/5/2021	95.07
CPA210805-169	Rainbow Resource Center	8/5/2021	20.81
CPA210805-17	All About Learning Press, Inc.	8/5/2021	24.90
CPA210805-170	Rainbow Resource Center	8/5/2021	96.91
CPA210805-171	Rainbow Resource Center	8/5/2021	287.81
CPA210805-172	Rainbow Resource Center	8/5/2021	36.54
CPA210805-173	Rainbow Resource Center	8/5/2021	36.54
CPA210805-174	Rainbow Resource Center	8/5/2021	157.02
CPA210805-175	Rainbow Resource Center	8/5/2021	230.72
CPA210805-176	School Pathways, LLC	8/5/2021	56,901.55
CPA210805-177	School Pathways, LLC	8/5/2021	1,011.34
CPA210805-178	Singapore Math Live	8/5/2021	15.00
CPA210805-179	Singapore Math Live	8/5/2021	30.00
CPA210805-18	All About Learning Press, Inc.	8/5/2021	56.80
CPA210805-180	Singapore Math Live	8/5/2021	30.00
CPA210805-181	Singapore Math Live	8/5/2021	45.00
CPA210805-182	Singapore Math Live	8/5/2021	45.00
CPA210805-183	Teacher Synergy, LLC	8/5/2021	22.99
CPA210805-184	Teacher Synergy, LLC	8/5/2021	36.50
CPA210805-185	Teacher Synergy, LLC	8/5/2021	44.13
CPA210805-186	Teacher Synergy, LLC	8/5/2021	143.90
CPA210805-187	Teacher Synergy, LLC	8/5/2021	7.00
CPA210805-188	Teacher Synergy, LLC	8/5/2021	18.00
CPA210805-189	Teacher Synergy, LLC	8/5/2021	126.95
CPA210805-19	All About Learning Press, Inc.	8/5/2021	52.90
CPA210805-190	Teacher Synergy, LLC	8/5/2021	261.60
CPA210805-191	Teacher Synergy, LLC	8/5/2021	175.00
CPA210805-192	Teacher Synergy, LLC	8/5/2021	56.84
CPA210805-193	Teacher Synergy, LLC	8/5/2021	17.66
CPA210805-194	Teacher Synergy, LLC	8/5/2021	152.88
CPA210805-195	Teacher Synergy, LLC	8/5/2021	175.00
CPA210805-196	Teacher Synergy, LLC	8/5/2021	87.64
CPA210805-197	Teacher Synergy, LLC	8/5/2021	63.70
CPA210805-198	Teacher Synergy, LLC	8/5/2021	6.50
CPA210805-199	Teacher Synergy, LLC	8/5/2021	231.75
CPA210805-20	All About Learning Press, Inc.	8/5/2021	21.85
CPA210805-200	Teacher Synergy, LLC	8/5/2021	342.61
CPA210805-201	Teacher Synergy, LLC	8/5/2021	20.70
CPA210805-202	Teacher Synergy, LLC	8/5/2021	8.50
CPA210805-203	Teacher Synergy, LLC	8/5/2021	207.64
CPA210805-204	Teacher Synergy, LLC	8/5/2021	101.23
CPA210805-205	Teacher Synergy, LLC	8/5/2021	31.00
CPA210805-206	Teacher Synergy, LLC	8/5/2021	10.50
CPA210805-207	Teacher Synergy, LLC	8/5/2021	34.50
CPA210805-208	Teacher Synergy, LLC	8/5/2021	4.00
CPA210805-209	Teacher Synergy, LLC	8/5/2021	14.40

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Check Number	Vendor Name	Check Date	Check Amount
CPA210805-21	All About Learning Press, Inc.	8/5/2021	159.90
CPA210805-210	Teacher Synergy, LLC	8/5/2021	16.20
CPA210805-211	Teacher Synergy, LLC	8/5/2021	127.20
CPA210805-212	Teacher Synergy, LLC	8/5/2021	6.50
CPA210805-213	Teacher Synergy, LLC	8/5/2021	9.29
CPA210805-214	The Critical Thinking Co.	8/5/2021	57.57
CPA210805-215	Wonder Crate	8/5/2021	176.65
CPA210805-216	Wonder Crate	8/5/2021	176.65
CPA210805-217	Wonder Crate	8/5/2021	176.65
CPA210805-22	All About Learning Press, Inc.	8/5/2021	208.75
CPA210805-23	All About Learning Press, Inc.	8/5/2021	207.85
CPA210805-24	All About Learning Press, Inc.	8/5/2021	48.90
CPA210805-25	All About Learning Press, Inc.	8/5/2021	208.75
CPA210805-26	All About Learning Press, Inc.	8/5/2021	228.70
CPA210805-27	Charter Impact, Inc.	8/5/2021	75.00
CPA210805-28	Charter Impact, Inc.	8/5/2021	40.00
CPA210805-29	Global Teletherapy	8/5/2021	7,888.00
CPA210805-30	Institute for Excellence in Writing	8/5/2021	301.85
CPA210805-31	Institute for Excellence in Writing	8/5/2021	37.25
CPA210805-32	Institute for Excellence in Writing	8/5/2021	75.36
CPA210805-33	Institute for Excellence in Writing	8/5/2021	168.23
CPA210805-34	Institute for Excellence in Writing	8/5/2021	116.57
CPA210805-35	Institute for Excellence in Writing	8/5/2021	194.10
CPA210805-36	Institute for Excellence in Writing	8/5/2021	268.45
CPA210805-37	Institute for Excellence in Writing	8/5/2021	58.80
CPA210805-38	Institute for Excellence in Writing	8/5/2021	70.46
CPA210805-39	Institute for Excellence in Writing	8/5/2021	70.46
CPA210805-40	Institute for Excellence in Writing	8/5/2021	377.27
CPA210805-41	Mission Vista Academy	8/5/2021	113.85
CPA210805-42	Mission Vista Academy	8/5/2021	215.70
CPA210805-43	Mission Vista Academy	8/5/2021	38.13
CPA210805-44	Office Depot, Inc	8/5/2021	140.24
CPA210805-45	Office Depot, Inc	8/5/2021	11.40
CPA210805-46	Peace Hill Press, Inc. dba Well Trained Mind Press	8/5/2021	62.94
CPA210805-47	Peace Hill Press, Inc. dba Well Trained Mind Press	8/5/2021	313.84
CPA210805-48	Peace Hill Press, Inc. dba Well Trained Mind Press	8/5/2021	237.21
CPA210805-49	Peace Hill Press, Inc. dba Well Trained Mind Press	8/5/2021	67.00
CPA210805-50	Peace Hill Press, Inc. dba Well Trained Mind Press	8/5/2021	68.49
CPA210805-51	Peace Hill Press, Inc. dba Well Trained Mind Press	8/5/2021	82.75
CPA210805-52	PresenceLearning, Inc.	8/5/2021	42.90
CPA210805-53	Rainbow Resource Center	8/5/2021	37.66
CPA210805-54	Rainbow Resource Center	8/5/2021	147.13
CPA210805-55	Rainbow Resource Center	8/5/2021	54.43
CPA210805-56	Rainbow Resource Center	8/5/2021	107.96
CPA210805-57	Rainbow Resource Center	8/5/2021	96.91
CPA210805-58	Rainbow Resource Center	8/5/2021	171.74
CPA210805-59	Rainbow Resource Center	8/5/2021	170.10
CPA210805-60	Rainbow Resource Center	8/5/2021	128.94

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Check Number	Vendor Name	Check Date	Check Amount
CPA210805-61	Rainbow Resource Center	8/5/2021	107.96
CPA210805-62	Rainbow Resource Center	8/5/2021	118.33
CPA210805-63	Rainbow Resource Center	8/5/2021	120.05
CPA210805-64	Rainbow Resource Center	8/5/2021	42.30
CPA210805-65	Rainbow Resource Center	8/5/2021	71.08
CPA210805-66	Rainbow Resource Center	8/5/2021	56.42
CPA210805-67	Rainbow Resource Center	8/5/2021	355.55
CPA210805-68	Rainbow Resource Center	8/5/2021	98.62
CPA210805-69	Rainbow Resource Center	8/5/2021	263.07
CPA210805-70	Rainbow Resource Center	8/5/2021	71.13
CPA210805-71	Rainbow Resource Center	8/5/2021	22.42
CPA210805-72	Rainbow Resource Center	8/5/2021	22.42
CPA210805-73	Rainbow Resource Center	8/5/2021	20.81
CPA210805-74	Rainbow Resource Center	8/5/2021	39.93
CPA210805-75	Rainbow Resource Center	8/5/2021	320.54
CPA210805-76	Rainbow Resource Center	8/5/2021	61.27
CPA210805-77	Rainbow Resource Center	8/5/2021	174.02
CPA210805-78	Rainbow Resource Center	8/5/2021	59.06
CPA210805-79	Rainbow Resource Center	8/5/2021	57.22
CPA210805-80	Rainbow Resource Center	8/5/2021	120.23
CPA210805-81	Rainbow Resource Center	8/5/2021	66.47
CPA210805-82	Rainbow Resource Center	8/5/2021	155.90
CPA210805-83	Rainbow Resource Center	8/5/2021	59.06
CPA210805-84	Rainbow Resource Center	8/5/2021	347.32
CPA210805-85	Rainbow Resource Center	8/5/2021	111.70
CPA210805-86	Rainbow Resource Center	8/5/2021	54.91
CPA210805-87	Rainbow Resource Center	8/5/2021	157.02
CPA210805-88	Rainbow Resource Center	8/5/2021	121.53
CPA210805-89	Rainbow Resource Center	8/5/2021	83.22
CPA210805-90	Rainbow Resource Center	8/5/2021	20.81
CPA210805-91	Rainbow Resource Center	8/5/2021	152.31
CPA210805-92	Rainbow Resource Center	8/5/2021	135.24
CPA210805-93	Rainbow Resource Center	8/5/2021	114.68
CPA210805-94	Rainbow Resource Center	8/5/2021	60.19
CPA210805-95	Rainbow Resource Center	8/5/2021	79.14
CPA210805-96	Rainbow Resource Center	8/5/2021	197.73
CPA210805-97	Rainbow Resource Center	8/5/2021	178.10
CPA210805-98	Rainbow Resource Center	8/5/2021	29.86
CPA210805-99	Rainbow Resource Center	8/5/2021	230.62
CPA210812-01	Amazon Capital Services	8/12/2021	108.58
CPA210812-02	Amazon Capital Services	8/12/2021	2,226.74
CPA210812-03	Amazon Capital Services	8/12/2021	161.61
CPA210812-04	Amazon Capital Services	8/12/2021	108.09
CPA210812-05	Amazon Capital Services	8/12/2021	108.83
CPA210812-06	Amazon Capital Services	8/12/2021	107.09
CPA210813-01	Activities for Learning, Inc.	8/13/2021	99.83
CPA210813-02	Activities for Learning, Inc.	8/13/2021	330.28
CPA210813-03	Activities for Learning, Inc.	8/13/2021	330.28

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Check Number	Vendor Name	Check Date	Check Amount
CPA210813-04	Activities for Learning, Inc.	8/13/2021	99.83
CPA210813-05	Activities for Learning, Inc.	8/13/2021	18.43
CPA210813-06	Activities for Learning, Inc.	8/13/2021	170.78
CPA210813-07	All About Learning Press, Inc.	8/13/2021	52.90
CPA210813-08	All About Learning Press, Inc.	8/13/2021	293.55
CPA210813-09	All About Learning Press, Inc.	8/13/2021	279.55
CPA210813-10	All About Learning Press, Inc.	8/13/2021	144.90
CPA210813-100	Rainbow Resource Center	8/13/2021	727.63
CPA210813-101	Rainbow Resource Center	8/13/2021	159.97
CPA210813-102	Rainbow Resource Center	8/13/2021	154.49
CPA210813-103	Rainbow Resource Center	8/13/2021	34.38
CPA210813-104	Rainbow Resource Center	8/13/2021	61.27
CPA210813-105	Rainbow Resource Center	8/13/2021	199.45
CPA210813-106	Rainbow Resource Center	8/13/2021	235.34
CPA210813-107	Rainbow Resource Center	8/13/2021	207.24
CPA210813-108	Rainbow Resource Center	8/13/2021	54.52
CPA210813-109	Rainbow Resource Center	8/13/2021	382.63
CPA210813-11	All About Learning Press, Inc.	8/13/2021	99.85
CPA210813-110	Rainbow Resource Center	8/13/2021	23.66
CPA210813-111	Rainbow Resource Center	8/13/2021	124.23
CPA210813-112	Rainbow Resource Center	8/13/2021	64.85
CPA210813-113	Rainbow Resource Center	8/13/2021	41.44
CPA210813-114	Rainbow Resource Center	8/13/2021	536.26
CPA210813-115	Rainbow Resource Center	8/13/2021	279.96
CPA210813-116	Rainbow Resource Center	8/13/2021	96.73
CPA210813-117	Rainbow Resource Center	8/13/2021	91.11
CPA210813-118	Rainbow Resource Center	8/13/2021	72.49
CPA210813-119	Rainbow Resource Center	8/13/2021	19.62
CPA210813-12	All About Learning Press, Inc.	8/13/2021	159.90
CPA210813-120	Rainbow Resource Center	8/13/2021	239.95
CPA210813-121	Rainbow Resource Center	8/13/2021	217.95
CPA210813-122	Rainbow Resource Center	8/13/2021	38.69
CPA210813-123	Rainbow Resource Center	8/13/2021	138.95
CPA210813-124	School Pathways, LLC	8/13/2021	416.66
CPA210813-125	Teacher Synergy, LLC	8/13/2021	25.99
CPA210813-126	Teacher Synergy, LLC	8/13/2021	20.00
CPA210813-127	Teacher Synergy, LLC	8/13/2021	71.95
CPA210813-128	Teacher Synergy, LLC	8/13/2021	51.29
CPA210813-129	Teacher Synergy, LLC	8/13/2021	10.00
CPA210813-13	Charter Impact, Inc.	8/13/2021	71,120.00
CPA210813-130	Teacher Synergy, LLC	8/13/2021	15.33
CPA210813-131	Teacher Synergy, LLC	8/13/2021	15.50
CPA210813-132	Teacher Synergy, LLC	8/13/2021	19.30
CPA210813-133	The Critical Thinking Co.	8/13/2021	47.49
CPA210813-134	Timberdoodle.com	8/13/2021	90.40
CPA210813-135	Timberdoodle.com	8/13/2021	321.86
CPA210813-136	Timberdoodle.com	8/13/2021	1,292.00
CPA210813-137	Timberdoodle.com	8/13/2021	61.41

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Check Number	Vendor Name	Check Date	Check Amount
CPA210813-138	Timberdoodle.com	8/13/2021	1,365.25
CPA210813-139	Timberdoodle.com	8/13/2021	154.50
CPA210813-14	Charter Impact, Inc.	8/13/2021	1,016.49
CPA210813-140	Timberdoodle.com	8/13/2021	1,360.90
CPA210813-141	Timberdoodle.com	8/13/2021	165.93
CPA210813-142	Timberdoodle.com	8/13/2021	651.81
CPA210813-143	Timberdoodle.com	8/13/2021	71.11
CPA210813-144	Timberdoodle.com	8/13/2021	1,349.14
CPA210813-145	Timberdoodle.com	8/13/2021	523.11
CPA210813-146	Timberdoodle.com	8/13/2021	338.20
CPA210813-147	Timberdoodle.com	8/13/2021	780.59
CPA210813-148	Tomislav Peraic	8/13/2021	26,485.00
CPA210813-149	ULINE	8/13/2021	34.26
CPA210813-15	Institute for Excellence in Writing	8/13/2021	37.25
CPA210813-16	Institute for Excellence in Writing	8/13/2021	257.67
CPA210813-17	Institute for Excellence in Writing	8/13/2021	22.16
CPA210813-18	Institute for Excellence in Writing	8/13/2021	37.25
CPA210813-19	JamF Software, LLC	8/13/2021	3,308.45
CPA210813-20	Karate For All	8/13/2021	132.00
CPA210813-21	Kathleen Crady	8/13/2021	375.00
CPA210813-22	Logic of English	8/13/2021	105.66
CPA210813-23	Logic of English	8/13/2021	156.25
CPA210813-24	Logic of English	8/13/2021	214.44
CPA210813-25	Office Depot, Inc	8/13/2021	47.63
CPA210813-26	Office Depot, Inc	8/13/2021	218.28
CPA210813-27	Office Depot, Inc	8/13/2021	62.82
CPA210813-28	Office Depot, Inc	8/13/2021	17.30
CPA210813-29	Office Depot, Inc	8/13/2021	18.48
CPA210813-30	Office Depot, Inc	8/13/2021	39.33
CPA210813-31	Peace Hill Press, Inc. dba Well Trained Mind Press	8/13/2021	93.50
CPA210813-32	Rainbow Resource Center	8/13/2021	130.67
CPA210813-33	Rainbow Resource Center	8/13/2021	235.86
CPA210813-34	Rainbow Resource Center	8/13/2021	44.24
CPA210813-35	Rainbow Resource Center	8/13/2021	42.73
CPA210813-36	Rainbow Resource Center	8/13/2021	121.21
CPA210813-37	Rainbow Resource Center	8/13/2021	121.21
CPA210813-38	Rainbow Resource Center	8/13/2021	78.49
CPA210813-39	Rainbow Resource Center	8/13/2021	144.17
CPA210813-40	Rainbow Resource Center	8/13/2021	139.69
CPA210813-41	Rainbow Resource Center	8/13/2021	129.00
CPA210813-42	Rainbow Resource Center	8/13/2021	184.56
CPA210813-43	Rainbow Resource Center	8/13/2021	110.14
CPA210813-44	Rainbow Resource Center	8/13/2021	135.18
CPA210813-45	Rainbow Resource Center	8/13/2021	27.97
CPA210813-46	Rainbow Resource Center	8/13/2021	23.93
CPA210813-47	Rainbow Resource Center	8/13/2021	76.04
CPA210813-48	Rainbow Resource Center	8/13/2021	20.70
CPA210813-49	Rainbow Resource Center	8/13/2021	20.70

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Check Number	Vendor Name	Check Date	Check Amount
CPA210813-50	Rainbow Resource Center	8/13/2021	233.44
CPA210813-51	Rainbow Resource Center	8/13/2021	69.90
CPA210813-52	Rainbow Resource Center	8/13/2021	73.59
CPA210813-53	Rainbow Resource Center	8/13/2021	20.81
CPA210813-54	Rainbow Resource Center	8/13/2021	68.99
CPA210813-55	Rainbow Resource Center	8/13/2021	156.99
CPA210813-56	Rainbow Resource Center	8/13/2021	44.67
CPA210813-57	Rainbow Resource Center	8/13/2021	185.46
CPA210813-58	Rainbow Resource Center	8/13/2021	18.81
CPA210813-59	Rainbow Resource Center	8/13/2021	70.46
CPA210813-60	Rainbow Resource Center	8/13/2021	76.35
CPA210813-61	Rainbow Resource Center	8/13/2021	20.81
CPA210813-62	Rainbow Resource Center	8/13/2021	194.21
CPA210813-63	Rainbow Resource Center	8/13/2021	244.06
CPA210813-64	Rainbow Resource Center	8/13/2021	149.49
CPA210813-65	Rainbow Resource Center	8/13/2021	62.98
CPA210813-66	Rainbow Resource Center	8/13/2021	43.92
CPA210813-67	Rainbow Resource Center	8/13/2021	34.60
CPA210813-68	Rainbow Resource Center	8/13/2021	76.35
CPA210813-69	Rainbow Resource Center	8/13/2021	75.19
CPA210813-70	Rainbow Resource Center	8/13/2021	136.18
CPA210813-71	Rainbow Resource Center	8/13/2021	52.00
CPA210813-72	Rainbow Resource Center	8/13/2021	82.40
CPA210813-73	Rainbow Resource Center	8/13/2021	10.84
CPA210813-74	Rainbow Resource Center	8/13/2021	18.81
CPA210813-75	Rainbow Resource Center	8/13/2021	56.90
CPA210813-76	Rainbow Resource Center	8/13/2021	40.36
CPA210813-77	Rainbow Resource Center	8/13/2021	24.96
CPA210813-78	Rainbow Resource Center	8/13/2021	80.77
CPA210813-79	Rainbow Resource Center	8/13/2021	14.99
CPA210813-80	Rainbow Resource Center	8/13/2021	49.13
CPA210813-81	Rainbow Resource Center	8/13/2021	51.57
CPA210813-82	Rainbow Resource Center	8/13/2021	67.69
CPA210813-83	Rainbow Resource Center	8/13/2021	292.72
CPA210813-84	Rainbow Resource Center	8/13/2021	52.76
CPA210813-85	Rainbow Resource Center	8/13/2021	50.55
CPA210813-86	Rainbow Resource Center	8/13/2021	294.74
CPA210813-87	Rainbow Resource Center	8/13/2021	888.86
CPA210813-88	Rainbow Resource Center	8/13/2021	124.23
CPA210813-89	Rainbow Resource Center	8/13/2021	78.81
CPA210813-90	Rainbow Resource Center	8/13/2021	123.88
CPA210813-91	Rainbow Resource Center	8/13/2021	284.23
CPA210813-92	Rainbow Resource Center	8/13/2021	40.79
CPA210813-93	Rainbow Resource Center	8/13/2021	69.90
CPA210813-94	Rainbow Resource Center	8/13/2021	20.70
CPA210813-95	Rainbow Resource Center	8/13/2021	80.77
CPA210813-96	Rainbow Resource Center	8/13/2021	69.85
CPA210813-97	Rainbow Resource Center	8/13/2021	727.63

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Check Number	Vendor Name	Check Date	Check Amount
CPA210813-98	Rainbow Resource Center	8/13/2021	127.05
CPA210813-99	Rainbow Resource Center	8/13/2021	13.37
CPA210817-01	Mark Howard	8/17/2021	460.00
CPA210817-02	Pakua LLC	8/17/2021	208.00
CPA210817-03	Pakua LLC	8/17/2021	480.00
CPA210819-01	Activities for Learning, Inc.	8/19/2021	330.28
CPA210819-02	All About Learning Press, Inc.	8/19/2021	74.85
CPA210819-03	All About Learning Press, Inc.	8/19/2021	104.90
CPA210819-04	All About Learning Press, Inc.	8/19/2021	91.75
CPA210819-05	All About Learning Press, Inc.	8/19/2021	181.75
CPA210819-06	Art of Problem Solving	8/19/2021	96.00
CPA210819-07	Art of Problem Solving	8/19/2021	156.24
CPA210819-08	Art of Problem Solving	8/19/2021	156.24
CPA210819-09	Art of Problem Solving	8/19/2021	156.24
CPA210819-10	EMH Sports USA, Inc.	8/19/2021	680.00
CPA210819-100	Rainbow Resource Center	8/19/2021	48.12
CPA210819-101	Rainbow Resource Center	8/19/2021	25.28
CPA210819-102	Rainbow Resource Center	8/19/2021	13.37
CPA210819-103	Rainbow Resource Center	8/19/2021	32.17
CPA210819-104	Rainbow Resource Center	8/19/2021	20.01
CPA210819-105	Rainbow Resource Center	8/19/2021	345.28
CPA210819-106	Rainbow Resource Center	8/19/2021	21.45
CPA210819-107	Rainbow Resource Center	8/19/2021	24.63
CPA210819-108	Rainbow Resource Center	8/19/2021	41.12
CPA210819-109	Rainbow Resource Center	8/19/2021	33.20
CPA210819-11	History Unboxed LLC	8/19/2021	66.10
CPA210819-110	Rainbow Resource Center	8/19/2021	15.96
CPA210819-111	Rainbow Resource Center	8/19/2021	107.96
CPA210819-112	Rainbow Resource Center	8/19/2021	131.83
CPA210819-113	Rainbow Resource Center	8/19/2021	94.52
CPA210819-114	Rainbow Resource Center	8/19/2021	26.39
CPA210819-115	Rainbow Resource Center	8/19/2021	29.10
CPA210819-116	Rainbow Resource Center	8/19/2021	19.95
CPA210819-117	Rainbow Resource Center	8/19/2021	29.10
CPA210819-118	Rainbow Resource Center	8/19/2021	120.05
CPA210819-119	Rainbow Resource Center	8/19/2021	37.62
CPA210819-12	History Unboxed LLC	8/19/2021	558.25
CPA210819-120	Rainbow Resource Center	8/19/2021	194.17
CPA210819-121	Rainbow Resource Center	8/19/2021	406.88
CPA210819-122	Rainbow Resource Center	8/19/2021	540.56
CPA210819-123	Rainbow Resource Center	8/19/2021	141.25
CPA210819-124	Rainbow Resource Center	8/19/2021	174.98
CPA210819-125	Rainbow Resource Center	8/19/2021	158.91
CPA210819-126	Rainbow Resource Center	8/19/2021	24.19
CPA210819-127	Rainbow Resource Center	8/19/2021	111.64
CPA210819-128	Rainbow Resource Center	8/19/2021	50.80
CPA210819-129	Rainbow Resource Center	8/19/2021	193.21
CPA210819-13	History Unboxed LLC	8/19/2021	558.25

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Check Number	Vendor Name	Check Date	Check Amount
CPA210819-130	Rainbow Resource Center	8/19/2021	24.19
CPA210819-131	Rainbow Resource Center	8/19/2021	232.98
CPA210819-132	Rainbow Resource Center	8/19/2021	379.13
CPA210819-133	Rainbow Resource Center	8/19/2021	113.18
CPA210819-134	Rainbow Resource Center	8/19/2021	24.19
CPA210819-135	Rainbow Resource Center	8/19/2021	20.87
CPA210819-136	Rainbow Resource Center	8/19/2021	97.30
CPA210819-137	Rainbow Resource Center	8/19/2021	121.28
CPA210819-138	Rainbow Resource Center	8/19/2021	264.81
CPA210819-139	Rainbow Resource Center	8/19/2021	95.68
CPA210819-14	History Unboxed LLC	8/19/2021	167.70
CPA210819-140	Rainbow Resource Center	8/19/2021	55.56
CPA210819-141	Rainbow Resource Center	8/19/2021	193.82
CPA210819-142	Rainbow Resource Center	8/19/2021	80.47
CPA210819-143	Rainbow Resource Center	8/19/2021	145.96
CPA210819-144	Rainbow Resource Center	8/19/2021	98.08
CPA210819-145	Rainbow Resource Center	8/19/2021	76.46
CPA210819-146	Rainbow Resource Center	8/19/2021	87.33
CPA210819-147	Rainbow Resource Center	8/19/2021	137.13
CPA210819-148	Rainbow Resource Center	8/19/2021	271.55
CPA210819-149	Rainbow Resource Center	8/19/2021	63.64
CPA210819-15	History Unboxed LLC	8/19/2021	167.70
CPA210819-150	Rainbow Resource Center	8/19/2021	43.92
CPA210819-151	Rainbow Resource Center	8/19/2021	45.69
CPA210819-152	Savvas Learning Company LLC	8/19/2021	28.48
CPA210819-153	Teacher Synergy, LLC	8/19/2021	20.00
CPA210819-154	Teacher Synergy, LLC	8/19/2021	54.90
CPA210819-155	Teacher Synergy, LLC	8/19/2021	125.00
CPA210819-156	Teacher Synergy, LLC	8/19/2021	6.26
CPA210819-157	Teacher Synergy, LLC	8/19/2021	376.18
CPA210819-158	Teacher Synergy, LLC	8/19/2021	31.19
CPA210819-159	Teacher Synergy, LLC	8/19/2021	8.40
CPA210819-16	History Unboxed LLC	8/19/2021	175.83
CPA210819-160	Teacher Synergy, LLC	8/19/2021	54.00
CPA210819-161	Teacher Synergy, LLC	8/19/2021	98.50
CPA210819-162	Teacher Synergy, LLC	8/19/2021	100.36
CPA210819-163	Teacher Synergy, LLC	8/19/2021	31.94
CPA210819-164	Teacher Synergy, LLC	8/19/2021	165.00
CPA210819-165	Teacher Synergy, LLC	8/19/2021	9.00
CPA210819-166	Teacher Synergy, LLC	8/19/2021	255.60
CPA210819-167	Teacher Synergy, LLC	8/19/2021	75.60
CPA210819-168	Timberdoodle.com	8/19/2021	130.32
CPA210819-169	Timberdoodle.com	8/19/2021	1,051.31
CPA210819-17	Institute for Excellence in Writing	8/19/2021	37.25
CPA210819-170	Timberdoodle.com	8/19/2021	1,051.23
CPA210819-171	Timberdoodle.com	8/19/2021	1,131.80
CPA210819-172	Timberdoodle.com	8/19/2021	422.08
CPA210819-173	Timberdoodle.com	8/19/2021	490.09

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Check Number	Vendor Name	Check Date	Check Amount
CPA210819-174	Timberdoodle.com	8/19/2021	1,039.05
CPA210819-175	Timberdoodle.com	8/19/2021	1,046.25
CPA210819-176	Timberdoodle.com	8/19/2021	422.76
CPA210819-177	Timberdoodle.com	8/19/2021	1,186.45
CPA210819-178	Timberdoodle.com	8/19/2021	87.88
CPA210819-179	Timberdoodle.com	8/19/2021	1,007.50
CPA210819-18	Institute for Excellence in Writing	8/19/2021	37.25
CPA210819-180	Timberdoodle.com	8/19/2021	1,318.20
CPA210819-181	Timberdoodle.com	8/19/2021	115.76
CPA210819-182	Timberdoodle.com	8/19/2021	295.23
CPA210819-183	Wood & Ivory	8/19/2021	114.58
CPA210819-184	Charter Impact, Inc.	8/19/2021	237.15
CPA210819-185	Charter Impact, Inc.	8/19/2021	3,300.00
CPA210819-186	Charter Impact, Inc.	8/19/2021	1,128.00
CPA210819-187	Amazon Capital Services	8/19/2021	26,834.84
CPA210819-19	Institute for Excellence in Writing	8/19/2021	37.25
CPA210819-20	Institute for Excellence in Writing	8/19/2021	58.80
CPA210819-21	Institute for Excellence in Writing	8/19/2021	117.56
CPA210819-22	Institute for Excellence in Writing	8/19/2021	37.54
CPA210819-23	Institute for Excellence in Writing	8/19/2021	108.52
CPA210819-24	Institute for Excellence in Writing	8/19/2021	90.67
CPA210819-25	Institute for Excellence in Writing	8/19/2021	37.25
CPA210819-26	Institute for Excellence in Writing	8/19/2021	301.85
CPA210819-27	Karate For All	8/19/2021	132.00
CPA210819-28	Law Office of Jennifer McQuarrie	8/19/2021	132.00
CPA210819-29	MEL Science U.S., LLC	8/19/2021	314.10
CPA210819-30	MEL Science U.S., LLC	8/19/2021	347.08
CPA210819-31	MEL Science U.S., LLC	8/19/2021	338.44
CPA210819-32	Mr. D Math, LLC	8/19/2021	1,948.00
CPA210819-33	Office Depot, Inc	8/19/2021	4.57
CPA210819-34	Office Depot, Inc	8/19/2021	31.33
CPA210819-35	Office Depot, Inc	8/19/2021	7.96
CPA210819-36	Office Depot, Inc	8/19/2021	156.15
CPA210819-37	Office Depot, Inc	8/19/2021	6.87
CPA210819-38	Office Depot, Inc	8/19/2021	83.16
CPA210819-39	Office Depot, Inc	8/19/2021	15.41
CPA210819-40	Office Depot, Inc	8/19/2021	23.86
CPA210819-41	Office Depot, Inc	8/19/2021	12.92
CPA210819-42	Peace Hill Classical Co-Op LLC	8/19/2021	375.00
CPA210819-43	Peace Hill Press, Inc. dba Well Trained Mind Press	8/19/2021	61.65
CPA210819-44	Peace Hill Press, Inc. dba Well Trained Mind Press	8/19/2021	25.85
CPA210819-45	Peace Hill Press, Inc. dba Well Trained Mind Press	8/19/2021	61.74
CPA210819-46	Peace Hill Press, Inc. dba Well Trained Mind Press	8/19/2021	61.65
CPA210819-47	Peace Hill Press, Inc. dba Well Trained Mind Press	8/19/2021	46.85
CPA210819-48	Peace Hill Press, Inc. dba Well Trained Mind Press	8/19/2021	25.85
CPA210819-49	Rainbow Resource Center	8/19/2021	49.52
CPA210819-50	Rainbow Resource Center	8/19/2021	18.17
CPA210819-51	Rainbow Resource Center	8/19/2021	20.42

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Check Number	Vendor Name	Check Date	Check Amount
CPA210819-52	Rainbow Resource Center	8/19/2021	152.13
CPA210819-53	Rainbow Resource Center	8/19/2021	131.83
CPA210819-54	Rainbow Resource Center	8/19/2021	366.51
CPA210819-55	Rainbow Resource Center	8/19/2021	259.07
CPA210819-56	Rainbow Resource Center	8/19/2021	18.06
CPA210819-57	Rainbow Resource Center	8/19/2021	472.60
CPA210819-58	Rainbow Resource Center	8/19/2021	431.92
CPA210819-59	Rainbow Resource Center	8/19/2021	946.82
CPA210819-60	Rainbow Resource Center	8/19/2021	447.35
CPA210819-61	Rainbow Resource Center	8/19/2021	256.85
CPA210819-62	Rainbow Resource Center	8/19/2021	699.51
CPA210819-63	Rainbow Resource Center	8/19/2021	138.95
CPA210819-64	Rainbow Resource Center	8/19/2021	13.91
CPA210819-65	Rainbow Resource Center	8/19/2021	138.95
CPA210819-66	Rainbow Resource Center	8/19/2021	148.31
CPA210819-67	Rainbow Resource Center	8/19/2021	30.26
CPA210819-68	Rainbow Resource Center	8/19/2021	348.02
CPA210819-69	Rainbow Resource Center	8/19/2021	26.46
CPA210819-70	Rainbow Resource Center	8/19/2021	29.85
CPA210819-71	Rainbow Resource Center	8/19/2021	611.14
CPA210819-72	Rainbow Resource Center	8/19/2021	468.48
CPA210819-73	Rainbow Resource Center	8/19/2021	757.76
CPA210819-74	Rainbow Resource Center	8/19/2021	164.95
CPA210819-75	Rainbow Resource Center	8/19/2021	132.81
CPA210819-76	Rainbow Resource Center	8/19/2021	268.42
CPA210819-77	Rainbow Resource Center	8/19/2021	120.71
CPA210819-78	Rainbow Resource Center	8/19/2021	173.04
CPA210819-79	Rainbow Resource Center	8/19/2021	68.36
CPA210819-80	Rainbow Resource Center	8/19/2021	155.90
CPA210819-81	Rainbow Resource Center	8/19/2021	96.91
CPA210819-82	Rainbow Resource Center	8/19/2021	120.05
CPA210819-83	Rainbow Resource Center	8/19/2021	68.41
CPA210819-84	Rainbow Resource Center	8/19/2021	46.77
CPA210819-85	Rainbow Resource Center	8/19/2021	47.04
CPA210819-86	Rainbow Resource Center	8/19/2021	55.34
CPA210819-87	Rainbow Resource Center	8/19/2021	441.91
CPA210819-88	Rainbow Resource Center	8/19/2021	31.73
CPA210819-89	Rainbow Resource Center	8/19/2021	60.46
CPA210819-90	Rainbow Resource Center	8/19/2021	77.71
CPA210819-91	Rainbow Resource Center	8/19/2021	179.25
CPA210819-92	Rainbow Resource Center	8/19/2021	33.20
CPA210819-93	Rainbow Resource Center	8/19/2021	134.18
CPA210819-94	Rainbow Resource Center	8/19/2021	34.81
CPA210819-95	Rainbow Resource Center	8/19/2021	40.79
CPA210819-96	Rainbow Resource Center	8/19/2021	46.72
CPA210819-97	Rainbow Resource Center	8/19/2021	111.39
CPA210819-98	Rainbow Resource Center	8/19/2021	58.09
CPA210819-99	Rainbow Resource Center	8/19/2021	111.39

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Check Number	Vendor Name	Check Date	Check Amount
CPA210826-01	Amazon Capital Services	8/26/2021	102.23
CPA210826-02	Amazon Capital Services	8/26/2021	103.18
CPA210826-03	Amazon Capital Services	8/26/2021	1,508.47
CPA210826-04	Amazon Capital Services	8/26/2021	38,748.00
CPA210826-05	Activities for Learning, Inc.	8/26/2021	170.78
CPA210826-06	Activities for Learning, Inc.	8/26/2021	330.28
CPA210826-07	All About Learning Press, Inc.	8/26/2021	228.70
CPA210826-08	All About Learning Press, Inc.	8/26/2021	248.65
CPA210826-09	All About Learning Press, Inc.	8/26/2021	181.75
CPA210826-10	All About Learning Press, Inc.	8/26/2021	379.65
CPA210826-100	Rainbow Resource Center	8/26/2021	9.12
CPA210826-101	Rainbow Resource Center	8/26/2021	94.65
CPA210826-102	Rainbow Resource Center	8/26/2021	421.87
CPA210826-103	Rainbow Resource Center	8/26/2021	421.87
CPA210826-104	Rainbow Resource Center	8/26/2021	178.10
CPA210826-105	Rainbow Resource Center	8/26/2021	512.86
CPA210826-106	Rainbow Resource Center	8/26/2021	208.64
CPA210826-107	Rainbow Resource Center	8/26/2021	161.32
CPA210826-108	Rainbow Resource Center	8/26/2021	109.28
CPA210826-109	Rainbow Resource Center	8/26/2021	25.12
CPA210826-11	All About Learning Press, Inc.	8/26/2021	230.70
CPA210826-110	Rainbow Resource Center	8/26/2021	119.82
CPA210826-111	Rainbow Resource Center	8/26/2021	107.96
CPA210826-112	Rainbow Resource Center	8/26/2021	58.14
CPA210826-113	Rainbow Resource Center	8/26/2021	54.91
CPA210826-114	Rainbow Resource Center	8/26/2021	20.81
CPA210826-115	Rainbow Resource Center	8/26/2021	221.37
CPA210826-116	Rainbow Resource Center	8/26/2021	358.14
CPA210826-117	Rainbow Resource Center	8/26/2021	54.16
CPA210826-118	Rainbow Resource Center	8/26/2021	34.98
CPA210826-119	Rainbow Resource Center	8/26/2021	70.82
CPA210826-12	All About Learning Press, Inc.	8/26/2021	242.55
CPA210826-120	Rainbow Resource Center	8/26/2021	59.83
CPA210826-121	Rainbow Resource Center	8/26/2021	70.82
CPA210826-122	Rainbow Resource Center	8/26/2021	40.89
CPA210826-123	Rainbow Resource Center	8/26/2021	66.56
CPA210826-124	Rainbow Resource Center	8/26/2021	96.91
CPA210826-125	Rainbow Resource Center	8/26/2021	398.13
CPA210826-126	Rainbow Resource Center	8/26/2021	34.75
CPA210826-127	Rainbow Resource Center	8/26/2021	173.04
CPA210826-128	Rainbow Resource Center	8/26/2021	25.76
CPA210826-129	Rainbow Resource Center	8/26/2021	64.98
CPA210826-13	All About Learning Press, Inc.	8/26/2021	90.80
CPA210826-130	Rainbow Resource Center	8/26/2021	38.75
CPA210826-131	Rainbow Resource Center	8/26/2021	38.75
CPA210826-132	Rainbow Resource Center	8/26/2021	245.34
CPA210826-133	Rainbow Resource Center	8/26/2021	107.96
CPA210826-134	Rainbow Resource Center	8/26/2021	88.81

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For the period ended August 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
CPA210826-135	Rainbow Resource Center	8/26/2021	50.48
CPA210826-136	Rainbow Resource Center	8/26/2021	119.99
CPA210826-137	Rainbow Resource Center	8/26/2021	154.43
CPA210826-138	Rainbow Resource Center	8/26/2021	104.66
CPA210826-139	Rainbow Resource Center	8/26/2021	341.52
CPA210826-14	All About Learning Press, Inc.	8/26/2021	181.75
CPA210826-140	Rainbow Resource Center	8/26/2021	161.26
CPA210826-141	Rainbow Resource Center	8/26/2021	45.21
CPA210826-142	Rainbow Resource Center	8/26/2021	90.65
CPA210826-143	Rainbow Resource Center	8/26/2021	32.66
CPA210826-144	Rainbow Resource Center	8/26/2021	178.10
CPA210826-145	Rainbow Resource Center	8/26/2021	102.37
CPA210826-146	Rainbow Resource Center	8/26/2021	73.01
CPA210826-147	Rainbow Resource Center	8/26/2021	72.55
CPA210826-148	Rainbow Resource Center	8/26/2021	121.21
CPA210826-149	Rainbow Resource Center	8/26/2021	832.34
CPA210826-15	All About Learning Press, Inc.	8/26/2021	42.90
CPA210826-150	Rainbow Resource Center	8/26/2021	110.14
CPA210826-151	Rainbow Resource Center	8/26/2021	151.11
CPA210826-152	Rainbow Resource Center	8/26/2021	20.01
CPA210826-153	Rainbow Resource Center	8/26/2021	21.80
CPA210826-154	Rainbow Resource Center	8/26/2021	27.02
CPA210826-155	Rainbow Resource Center	8/26/2021	31.59
CPA210826-156	Rainbow Resource Center	8/26/2021	81.63
CPA210826-157	Rainbow Resource Center	8/26/2021	32.66
CPA210826-158	Rainbow Resource Center	8/26/2021	23.61
CPA210826-159	Rainbow Resource Center	8/26/2021	63.34
CPA210826-16	All About Learning Press, Inc.	8/26/2021	228.70
CPA210826-160	Rainbow Resource Center	8/26/2021	382.08
CPA210826-161	Rainbow Resource Center	8/26/2021	24.42
CPA210826-162	Riverside Insights	8/26/2021	1,124.45
CPA210826-163	Savvas Learning Company LLC	8/26/2021	76.77
CPA210826-164	Teacher Synergy, LLC	8/26/2021	13.19
CPA210826-165	Teacher Synergy, LLC	8/26/2021	11.03
CPA210826-166	Teacher Synergy, LLC	8/26/2021	22.50
CPA210826-167	Teacher Synergy, LLC	8/26/2021	25.50
CPA210826-168	Teacher Synergy, LLC	8/26/2021	73.80
CPA210826-169	Teacher Synergy, LLC	8/26/2021	8.95
CPA210826-17	All About Learning Press, Inc.	8/26/2021	159.90
CPA210826-170	Teacher Synergy, LLC	8/26/2021	23.00
CPA210826-171	Teacher Synergy, LLC	8/26/2021	44.95
CPA210826-172	Teacher Synergy, LLC	8/26/2021	63.20
CPA210826-173	Teacher Synergy, LLC	8/26/2021	150.00
CPA210826-174	Teacher Synergy, LLC	8/26/2021	13.50
CPA210826-175	The Critical Thinking Co.	8/26/2021	52.49
CPA210826-176	The Critical Thinking Co.	8/26/2021	52.49
CPA210826-177	The Critical Thinking Co.	8/26/2021	82.47
CPA210826-178	The Critical Thinking Co.	8/26/2021	278.29

Cabrillo Point Academy

Check Register

For the period ended August 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
CPA210826-179	The Critical Thinking Co.	8/26/2021	29.94
CPA210826-18	All About Learning Press, Inc.	8/26/2021	179.85
CPA210826-180	Timberdoodle.com	8/26/2021	158.33
CPA210826-181	Timberdoodle.com	8/26/2021	591.91
CPA210826-182	Timberdoodle.com	8/26/2021	845.81
CPA210826-183	Timberdoodle.com	8/26/2021	157.06
CPA210826-184	Timberdoodle.com	8/26/2021	937.87
CPA210826-185	Timberdoodle.com	8/26/2021	185.52
CPA210826-186	Timberdoodle.com	8/26/2021	44.71
CPA210826-187	Timberdoodle.com	8/26/2021	1,093.24
CPA210826-188	Timberdoodle.com	8/26/2021	103.28
CPA210826-19	Art of Problem Solving	8/26/2021	156.24
CPA210826-20	Art of Problem Solving	8/26/2021	96.00
CPA210826-21	Art of Problem Solving	8/26/2021	156.24
CPA210826-22	Art of Problem Solving	8/26/2021	156.24
CPA210826-23	Art of Problem Solving	8/26/2021	156.24
CPA210826-24	Art of Problem Solving	8/26/2021	157.08
CPA210826-25	Art of Problem Solving	8/26/2021	156.24
CPA210826-26	Art of Problem Solving	8/26/2021	96.00
CPA210826-27	Ballard Boxing & Fitness	8/26/2021	115.00
CPA210826-28	Hooked on Phonics	8/26/2021	130.46
CPA210826-29	Logic of English	8/26/2021	31.75
CPA210826-30	Logic of English	8/26/2021	44.13
CPA210826-31	Logic of English	8/26/2021	69.58
CPA210826-32	Logic of English	8/26/2021	105.66
CPA210826-33	Logic of English	8/26/2021	185.83
CPA210826-34	Logic of English	8/26/2021	121.75
CPA210826-35	MEL Science U.S., LLC	8/26/2021	338.44
CPA210826-36	MEL Science U.S., LLC	8/26/2021	225.63
CPA210826-37	Mission Vista Academy	8/26/2021	399.66
CPA210826-38	Office Depot, Inc	8/26/2021	136.96
CPA210826-39	Office Depot, Inc	8/26/2021	2.93
CPA210826-40	Office Depot, Inc	8/26/2021	13.04
CPA210826-41	Office Depot, Inc	8/26/2021	20.87
CPA210826-42	Pacific Coast Academy	8/26/2021	22.35
CPA210826-43	Peace Hill Press, Inc. dba Well Trained Mind Press	8/26/2021	85.18
CPA210826-44	Peace Hill Press, Inc. dba Well Trained Mind Press	8/26/2021	110.59
CPA210826-45	Rainbow Resource Center	8/26/2021	30.07
CPA210826-46	Rainbow Resource Center	8/26/2021	20.81
CPA210826-47	Rainbow Resource Center	8/26/2021	63.64
CPA210826-48	Rainbow Resource Center	8/26/2021	20.81
CPA210826-49	Rainbow Resource Center	8/26/2021	32.93
CPA210826-50	Rainbow Resource Center	8/26/2021	42.25
CPA210826-51	Rainbow Resource Center	8/26/2021	305.18
CPA210826-52	Rainbow Resource Center	8/26/2021	176.57
CPA210826-53	Rainbow Resource Center	8/26/2021	25.55
CPA210826-54	Rainbow Resource Center	8/26/2021	80.10
CPA210826-55	Rainbow Resource Center	8/26/2021	20.81

Cabrillo Point Academy**Check Register****For the period ended August 31, 2021**

Check Number	Vendor Name	Check Date	Check Amount
CPA210826-56	Rainbow Resource Center	8/26/2021	31.04
CPA210826-57	Rainbow Resource Center	8/26/2021	98.02
CPA210826-58	Rainbow Resource Center	8/26/2021	68.68
CPA210826-59	Rainbow Resource Center	8/26/2021	29.85
CPA210826-60	Rainbow Resource Center	8/26/2021	104.27
CPA210826-61	Rainbow Resource Center	8/26/2021	20.81
CPA210826-62	Rainbow Resource Center	8/26/2021	76.79
CPA210826-63	Rainbow Resource Center	8/26/2021	46.00
CPA210826-64	Rainbow Resource Center	8/26/2021	58.99
CPA210826-65	Rainbow Resource Center	8/26/2021	38.75
CPA210826-66	Rainbow Resource Center	8/26/2021	592.89
CPA210826-67	Rainbow Resource Center	8/26/2021	54.43
CPA210826-68	Rainbow Resource Center	8/26/2021	120.58
CPA210826-69	Rainbow Resource Center	8/26/2021	398.13
CPA210826-70	Rainbow Resource Center	8/26/2021	254.70
CPA210826-71	Rainbow Resource Center	8/26/2021	120.64
CPA210826-72	Rainbow Resource Center	8/26/2021	18.22
CPA210826-73	Rainbow Resource Center	8/26/2021	309.49
CPA210826-74	Rainbow Resource Center	8/26/2021	43.00
CPA210826-75	Rainbow Resource Center	8/26/2021	20.81
CPA210826-76	Rainbow Resource Center	8/26/2021	79.42
CPA210826-77	Rainbow Resource Center	8/26/2021	107.96
CPA210826-78	Rainbow Resource Center	8/26/2021	90.84
CPA210826-79	Rainbow Resource Center	8/26/2021	26.02
CPA210826-80	Rainbow Resource Center	8/26/2021	69.29
CPA210826-81	Rainbow Resource Center	8/26/2021	106.04
CPA210826-82	Rainbow Resource Center	8/26/2021	538.00
CPA210826-83	Rainbow Resource Center	8/26/2021	512.76
CPA210826-84	Rainbow Resource Center	8/26/2021	205.41
CPA210826-85	Rainbow Resource Center	8/26/2021	49.29
CPA210826-86	Rainbow Resource Center	8/26/2021	555.10
CPA210826-87	Rainbow Resource Center	8/26/2021	119.40
CPA210826-88	Rainbow Resource Center	8/26/2021	137.22
CPA210826-89	Rainbow Resource Center	8/26/2021	20.81
CPA210826-90	Rainbow Resource Center	8/26/2021	159.97
CPA210826-91	Rainbow Resource Center	8/26/2021	106.67
CPA210826-92	Rainbow Resource Center	8/26/2021	533.59
CPA210826-93	Rainbow Resource Center	8/26/2021	133.90
CPA210826-94	Rainbow Resource Center	8/26/2021	46.26
CPA210826-95	Rainbow Resource Center	8/26/2021	286.36
CPA210826-96	Rainbow Resource Center	8/26/2021	61.99
CPA210826-97	Rainbow Resource Center	8/26/2021	58.90
CPA210826-98	Rainbow Resource Center	8/26/2021	51.62
CPA210826-99	Rainbow Resource Center	8/26/2021	26.30

Total Disbursements in August \$ 1,530,846.31

Cabrillo Point Academy
Accounts Payable Aging

August 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Academy of Wrestling, Inc.	3357	8/16/2021	8/16/2021	\$ -	\$ 75	\$ -	\$ -	\$ -	\$ 75
Academy of Wrestling, Inc.	3358	8/16/2021	8/16/2021	-	75	-	-	-	75
Activities for Learning, Inc.	383759	8/16/2021	9/15/2021	110	-	-	-	-	110
Activities for Learning, Inc.	383760	8/16/2021	9/15/2021	100	-	-	-	-	100
Activities for Learning, Inc.	383777	8/17/2021	9/16/2021	100	-	-	-	-	100
All About Learning Press, Inc.	907663	8/13/2021	10/12/2021	145	-	-	-	-	145
All About Learning Press, Inc.	907683	8/16/2021	10/15/2021	145	-	-	-	-	145
All About Learning Press, Inc.	907687	8/16/2021	10/15/2021	105	-	-	-	-	105
All About Learning Press, Inc.	907705	8/16/2021	10/15/2021	206	-	-	-	-	206
All About Learning Press, Inc.	907719	8/16/2021	10/15/2021	253	-	-	-	-	253
All About Learning Press, Inc.	907722	8/16/2021	10/15/2021	221	-	-	-	-	221
All About Learning Press, Inc.	907784	8/18/2021	10/17/2021	23	-	-	-	-	23
All About Learning Press, Inc.	907801	8/18/2021	10/17/2021	209	-	-	-	-	209
Amazon Capital Services	11PR-4LVG-RXD3	8/16/2021	10/15/2021	(40)	-	-	-	-	(40)
Amazon Capital Services	1337-9GW3-C4RY	8/26/2021	10/25/2021	(18)	-	-	-	-	(18)
Amazon Capital Services	1337-9GW3-P1XV	8/26/2021	10/25/2021	(54)	-	-	-	-	(54)
Amazon Capital Services	14QP-317V-D4LR	8/24/2021	10/23/2021	(17)	-	-	-	-	(17)
Amazon Capital Services	1694-QWRY-JH6Y	8/23/2021	10/22/2021	(60)	-	-	-	-	(60)
Amazon Capital Services	171N-DXTH-PLG1	8/21/2021	10/20/2021	(34)	-	-	-	-	(34)
Amazon Capital Services	174K-TV7K-7L7P	8/25/2021	10/24/2021	(18)	-	-	-	-	(18)
Amazon Capital Services	17MY-RYJR-LT7C	8/23/2021	10/22/2021	(20)	-	-	-	-	(20)
Amazon Capital Services	17WF-J31D-M94W	8/26/2021	10/25/2021	(22)	-	-	-	-	(22)
Amazon Capital Services	1D4L-KLWD-4VGM	8/24/2021	10/23/2021	(14)	-	-	-	-	(14)
Amazon Capital Services	1D67-TPNR-1LQY	8/25/2021	10/24/2021	(16)	-	-	-	-	(16)
Amazon Capital Services	1HLW-P9RQ-7CCP	8/25/2021	10/24/2021	(19)	-	-	-	-	(19)
Amazon Capital Services	1JRM-FRRT-JMK6	8/23/2021	10/22/2021	49,361	-	-	-	-	49,361
Amazon Capital Services	1K7F-CDNJ-67YX	8/12/2021	10/11/2021	102	-	-	-	-	102
Amazon Capital Services	1LYL-M4GJ-CGVW	8/26/2021	10/25/2021	(8)	-	-	-	-	(8)
Amazon Capital Services	1NLM-MJFL-MRW3	8/26/2021	10/25/2021	(47)	-	-	-	-	(47)
Amazon Capital Services	1NR7-3QQK-MNHC	8/23/2021	10/22/2021	(9)	-	-	-	-	(9)
Amazon Capital Services	1Q9F-TVL1-C763	8/26/2021	10/25/2021	(15)	-	-	-	-	(15)
Amazon Capital Services	1QQC-FTD1-9G4M	8/20/2021	10/19/2021	83	-	-	-	-	83
Amazon Capital Services	1QQC-FTD1-Y494	8/21/2021	10/20/2021	(71)	-	-	-	-	(71)
Amazon Capital Services	1R3L-DLLW-11TW	8/19/2021	10/18/2021	(304)	-	-	-	-	(304)
Amazon Capital Services	1RPG-XKDT-PNG1	8/26/2021	10/25/2021	(21)	-	-	-	-	(21)
Amazon Capital Services	1VTN-GMY6-NDG7	8/16/2021	10/15/2021	43,429	-	-	-	-	43,429
Amy Roncevich	610	8/19/2021	9/18/2021	600	-	-	-	-	600
Apple Inc.	AF31530576	8/16/2021	9/15/2021	99	-	-	-	-	99
Apple Inc.	AF31551388	8/16/2021	9/15/2021	49	-	-	-	-	49
Aqua Tots ORANGE LLC	105_OR	8/9/2021	9/8/2021	223	-	-	-	-	223
Aqua Tots ORANGE LLC	107_OR	8/16/2021	9/15/2021	430	-	-	-	-	430

Cabrillo Point Academy**Accounts Payable Aging**

August 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Art of Problem Solving	221121	8/18/2021	9/17/2021	156	-	-	-	-	156
Art of Problem Solving	221122	8/18/2021	9/17/2021	156	-	-	-	-	156
Art of Problem Solving	221123	8/18/2021	9/17/2021	48	-	-	-	-	48
Art of Problem Solving	221124	8/18/2021	9/17/2021	96	-	-	-	-	96
Ashleigh Reyes	082021	8/16/2021	9/15/2021	350	-	-	-	-	350
Beautiful Feet Books, Inc.	15043	8/12/2021	9/11/2021	254	-	-	-	-	254
Beautiful Feet Books, Inc.	15044	8/12/2021	9/11/2021	251	-	-	-	-	251
Beautiful Feet Books, Inc.	15046	8/12/2021	9/11/2021	257	-	-	-	-	257
Beautiful Feet Books, Inc.	15047	8/12/2021	9/11/2021	22	-	-	-	-	22
Beautiful Feet Books, Inc.	15049	8/12/2021	9/11/2021	22	-	-	-	-	22
Beautiful Feet Books, Inc.	15050	8/12/2021	9/11/2021	257	-	-	-	-	257
Beautiful Feet Books, Inc.	15052	8/12/2021	9/11/2021	121	-	-	-	-	121
Beautiful Feet Books, Inc.	15089	8/13/2021	9/12/2021	137	-	-	-	-	137
Beautiful Feet Books, Inc.	15094	8/13/2021	9/12/2021	244	-	-	-	-	244
Beautiful Feet Books, Inc.	15169	8/16/2021	9/15/2021	106	-	-	-	-	106
Beautiful Feet Books, Inc.	15172	8/16/2021	9/15/2021	117	-	-	-	-	117
Beautiful Feet Books, Inc.	15210	8/18/2021	9/17/2021	67	-	-	-	-	67
Bethany Plumb	2 - 2021	8/19/2021	9/18/2021	225	-	-	-	-	225
Bitsbox	4039	8/16/2021	9/15/2021	359	-	-	-	-	359
Bitsbox	4048	8/18/2021	9/17/2021	300	-	-	-	-	300
BookShark	31145517	7/23/2021	8/22/2021	-	65	-	-	-	65
BookShark	31145521	7/23/2021	8/22/2021	-	143	-	-	-	143
BookShark	31145522	7/23/2021	8/22/2021	-	161	-	-	-	161
BookShark	31145523	7/23/2021	8/22/2021	-	202	-	-	-	202
BookShark	31145563	7/23/2021	8/22/2021	-	893	-	-	-	893
BookShark	31145599	7/23/2021	8/22/2021	-	516	-	-	-	516
BookShark	31145613	7/23/2021	8/22/2021	-	469	-	-	-	469
BookShark	31145630	7/23/2021	8/22/2021	-	473	-	-	-	473
BookShark	31145644	7/23/2021	8/22/2021	-	418	-	-	-	418
BookShark	31145651	7/23/2021	8/22/2021	-	257	-	-	-	257
BookShark	31145864	7/23/2021	8/22/2021	-	172	-	-	-	172
BookShark	31145912	7/23/2021	8/22/2021	-	120	-	-	-	120
BookShark	31145971	7/26/2021	8/25/2021	-	870	-	-	-	870
BookShark	31145989	7/26/2021	8/25/2021	-	865	-	-	-	865
BookShark	31145990	7/26/2021	8/25/2021	-	797	-	-	-	797
BookShark	31146056	7/26/2021	8/25/2021	-	100	-	-	-	100
BookShark	31146058	7/26/2021	8/25/2021	-	106	-	-	-	106
BookShark	31146062	7/26/2021	8/25/2021	-	930	-	-	-	930
BookShark	31146064	7/26/2021	8/25/2021	-	920	-	-	-	920
BookShark	31146066	7/26/2021	8/25/2021	-	520	-	-	-	520
BookShark	31146215	7/26/2021	8/25/2021	-	96	-	-	-	96

Cabrillo Point Academy
Accounts Payable Aging

August 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
BookShark	31146314	7/26/2021	8/25/2021	-	330	-	-	-	330
BookShark	31146367	7/26/2021	8/25/2021	-	726	-	-	-	726
BookShark	31146456	7/27/2021	8/26/2021	-	787	-	-	-	787
BookShark	31147223	7/28/2021	8/27/2021	-	871	-	-	-	871
BookShark	31147230	7/28/2021	8/27/2021	-	879	-	-	-	879
BookShark	31147435	7/28/2021	8/27/2021	-	240	-	-	-	240
BookShark	31147437	7/28/2021	8/27/2021	-	257	-	-	-	257
BookShark	31147446	7/28/2021	8/27/2021	-	874	-	-	-	874
BookShark	31147713	7/28/2021	8/27/2021	-	167	-	-	-	167
BookShark	31147715	7/28/2021	8/27/2021	-	345	-	-	-	345
BookShark	31147757	7/29/2021	8/28/2021	-	223	-	-	-	223
BookShark	31147768	7/29/2021	8/28/2021	-	133	-	-	-	133
BookShark	31147795	7/29/2021	8/28/2021	-	204	-	-	-	204
BookShark	31148106	7/29/2021	8/28/2021	-	84	-	-	-	84
BookShark	31148154	7/29/2021	8/28/2021	-	835	-	-	-	835
BookShark	31148246	7/30/2021	8/29/2021	-	966	-	-	-	966
BookShark	31148435	7/30/2021	8/29/2021	-	289	-	-	-	289
BookShark	31148914	8/2/2021	9/1/2021	761	-	-	-	-	761
BookShark	31149094	8/2/2021	9/1/2021	65	-	-	-	-	65
BookShark	31149149	8/2/2021	9/1/2021	823	-	-	-	-	823
Braille Abilities, LLC	2042	2/28/2021	3/30/2021	-	-	-	-	5,889	5,889
Brave Writer LLC	CPA-24482	8/5/2021	8/5/2021	-	249	-	-	-	249
Bre Wood	084	8/17/2021	9/16/2021	75	-	-	-	-	75
Bre Wood	086	8/17/2021	9/16/2021	75	-	-	-	-	75
Bre Wood	088	8/17/2021	9/16/2021	75	-	-	-	-	75
Bre Wood	090	8/17/2021	9/16/2021	75	-	-	-	-	75
Brenda Harp	872021	8/17/2021	9/16/2021	240	-	-	-	-	240
Brenda Harp	872027	8/17/2021	9/16/2021	240	-	-	-	-	240
BYU Idaho Bursars Office	DCE-00008204	4/2/2021	5/2/2021	-	-	-	-	(315)	(315)
BYU Independent Study	DCE-00006954	12/2/2020	1/1/2021	-	-	-	-	(558)	(558)
BYU Independent Study	DCE-00008204	4/2/2021	4/2/2021	-	-	-	-	(315)	(315)
Cadenza Music Academy	46	8/17/2021	9/16/2021	300	-	-	-	-	300
Cadenza Music Academy	48	8/19/2021	9/18/2021	90	-	-	-	-	90
Cadenza Music Academy	49	8/19/2021	9/18/2021	90	-	-	-	-	90
California Sound Music Academy	1500	8/17/2021	9/16/2021	160	-	-	-	-	160
Caroline Moon	MOON081821	8/18/2021	8/18/2021	-	250	-	-	-	250
CDW Government	H980212	8/6/2021	9/5/2021	820	-	-	-	-	820
CDW Government	J236761	8/12/2021	9/11/2021	3,278	-	-	-	-	3,278
Charter Schools Development Center	21255	7/30/2021	8/31/2021	3,555	-	-	-	-	3,555
Charter Schools Development Center	21335	7/30/2021	8/31/2021	1,185	-	-	-	-	1,185
CharterSafe	35900	8/18/2021	8/18/2021	-	9,759	-	-	-	9,759

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Checkmat Fallbrook Brazilian Jiu Jitsu	210816	8/18/2021	9/17/2021	360	-	-	-	-	360
CIH Equipment Company Inc	INV21-373	7/13/2021	8/12/2021	-	97	-	-	-	97
Companion Corporation	120154	8/16/2021	9/15/2021	2,171	-	-	-	-	2,171
Crafty School Crates	19962	8/16/2021	9/15/2021	119	-	-	-	-	119
Crafty School Crates	19963	8/16/2021	9/15/2021	241	-	-	-	-	241
Crafty School Crates	20002	8/20/2021	9/19/2021	100	-	-	-	-	100
Crafty School Crates	20003	8/20/2021	9/19/2021	54	-	-	-	-	54
Department of Justice	528453	8/12/2021	8/12/2021	-	192	-	-	-	192
Discount School Supply	P40691330101	8/17/2021	9/16/2021	23	-	-	-	-	23
Educational Development Corporation	DIR9800157	8/12/2021	9/11/2021	122	-	-	-	-	122
Educational Development Corporation	DIR9800169	8/13/2021	9/12/2021	34	-	-	-	-	34
Educational Development Corporation	DIR9816890	8/17/2021	9/16/2021	71	-	-	-	-	71
Elemental Science	IN-3579	8/13/2021	9/12/2021	82	-	-	-	-	82
Elemental Science	IN-3588	8/17/2021	9/16/2021	126	-	-	-	-	126
Elemental Science	IN-3589	8/16/2021	9/15/2021	114	-	-	-	-	114
Elemental Science	IN-3590	8/16/2021	9/15/2021	190	-	-	-	-	190
Elemental Science	IN-3623	8/20/2021	9/19/2021	48	-	-	-	-	48
Evan-Moor	INV322730	8/19/2021	9/18/2021	113	-	-	-	-	113
ExploreLearning	4139193	8/18/2021	9/17/2021	3,295	-	-	-	-	3,295
Express Yourself Therapy	458	1/25/2021	2/24/2021	-	-	-	-	67	67
Film School 4 Teens	1439	8/16/2021	9/15/2021	500	-	-	-	-	500
Function Junction	1942	1/4/2021	2/3/2021	-	-	-	-	1,305	1,305
Function Junction	1947	2/1/2021	3/3/2021	-	-	-	-	1,015	1,015
Function Junction	1953	3/1/2021	3/30/2021	-	-	-	-	145	145
Gloria M Antonini	ANTO081821	8/18/2021	8/18/2021	-	250	-	-	-	250
HBCO LLC	1224493	8/13/2021	9/12/2021	85	-	-	-	-	85
HBCO LLC	1224521	8/13/2021	9/12/2021	104	-	-	-	-	104
Homeschool Concierge	690	9/26/2019	10/26/2019	-	-	-	-	(15,640)	(15,640)
Institute for Excellence in Writing	805021	8/16/2021	9/9/2021	173	-	-	-	-	173
Institute for Excellence in Writing	805104	8/16/2021	9/9/2021	59	-	-	-	-	59
Institute for Excellence in Writing	807757	8/17/2021	9/9/2021	302	-	-	-	-	302
Institute for Excellence in Writing	807784	8/16/2021	9/9/2021	205	-	-	-	-	205
Institute for Excellence in Writing	807921	8/16/2021	9/9/2021	194	-	-	-	-	194
Institute for Excellence in Writing	809258	8/16/2021	9/10/2021	173	-	-	-	-	173
Institute for Excellence in Writing	809419	8/16/2021	9/10/2021	37	-	-	-	-	37
Institute for Excellence in Writing	810086	8/16/2021	9/10/2021	59	-	-	-	-	59
Institute for Excellence in Writing	810469	8/16/2021	9/11/2021	181	-	-	-	-	181
Institute for Excellence in Writing	810476	8/16/2021	9/11/2021	37	-	-	-	-	37
Institute for Excellence in Writing	810939	8/16/2021	9/11/2021	196	-	-	-	-	196
Institute for Excellence in Writing	810985	8/16/2021	9/11/2021	37	-	-	-	-	37
Institute for Excellence in Writing	810996	8/16/2021	9/11/2021	409	-	-	-	-	409

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Institute for Excellence in Writing	811098	8/16/2021	9/12/2021	147	-	-	-	-	147
Institute for Excellence in Writing	811125	8/16/2021	9/12/2021	174	-	-	-	-	174
Institute for Excellence in Writing	811181	8/16/2021	9/12/2021	196	-	-	-	-	196
Institute for Excellence in Writing	811199	8/16/2021	9/12/2021	38	-	-	-	-	38
Institute for Excellence in Writing	811205	8/16/2021	9/12/2021	38	-	-	-	-	38
Institute for Excellence in Writing	811282	8/16/2021	9/12/2021	53	-	-	-	-	53
Institute for Excellence in Writing	811814	8/16/2021	9/12/2021	264	-	-	-	-	264
Institute for Excellence in Writing	812356	8/17/2021	9/13/2021	37	-	-	-	-	37
Institute for Excellence in Writing	812372	8/17/2021	9/13/2021	37	-	-	-	-	37
Institute for Excellence in Writing	812383	8/17/2021	9/13/2021	37	-	-	-	-	37
Institute for Excellence in Writing	812386	8/17/2021	9/13/2021	37	-	-	-	-	37
Institute for Excellence in Writing	812587	8/17/2021	9/13/2021	302	-	-	-	-	302
Institute for Excellence in Writing	814556	8/18/2021	9/18/2021	194	-	-	-	-	194
JackKris Publishing, LLC	1172	8/17/2021	9/16/2021	24	-	-	-	-	24
JackKris Publishing, LLC	1173	8/17/2021	9/16/2021	39	-	-	-	-	39
JackKris Publishing, LLC	1174	8/17/2021	9/16/2021	22	-	-	-	-	22
JackKris Publishing, LLC	1176	8/20/2021	9/19/2021	39	-	-	-	-	39
JackKris Publishing, LLC	CPA-91623-P001	8/18/2021	9/17/2021	39	-	-	-	-	39
JackKris Publishing, LLC	CPA-91624-P001	8/18/2021	9/17/2021	39	-	-	-	-	39
JackKris Publishing, LLC	CPA-91625-P001	8/18/2021	9/17/2021	24	-	-	-	-	24
JDI Dance Company	494	8/16/2021	9/15/2021	137	-	-	-	-	137
Jenny Tu	202181	8/16/2021	9/15/2021	695	-	-	-	-	695
Joycelyn Choo	678	8/13/2021	8/13/2021	-	247	-	-	-	247
Karate For All	AUG 21-181	8/16/2021	9/15/2021	132	-	-	-	-	132
Karate For All	AUG 21-344	8/16/2021	9/15/2021	55	-	-	-	-	55
Karate For All	AUG 21-344LA	8/19/2021	9/18/2021	66	-	-	-	-	66
Karate For All	AUG 21-355	8/16/2021	9/15/2021	132	-	-	-	-	132
Karen Ketterer	KETT081221	8/12/2021	8/12/2021	-	442	-	-	-	442
Karen Ketterer	KETT081221-1	8/12/2021	8/12/2021	-	949	-	-	-	949
Katie Kinnaman	17	8/19/2021	9/18/2021	360	-	-	-	-	360
Kumon of Brea	ALIHUR05	8/17/2021	9/16/2021	68	-	-	-	-	68
Kumon of Brea	BRAHUR06	8/17/2021	9/16/2021	68	-	-	-	-	68
Kumon of Brea	CAMKIM01	8/16/2021	9/15/2021	135	-	-	-	-	135
Kumon of Brea	ELIKIM02	8/16/2021	9/15/2021	135	-	-	-	-	135
Kumon of Brea	ELIKIM04	8/16/2021	9/15/2021	135	-	-	-	-	135
Kumon of Brea	JONKIM03	8/16/2021	9/15/2021	135	-	-	-	-	135
Lakeshore	450116081221	8/12/2021	9/11/2021	120	-	-	-	-	120
Lakeshore	455020081321	8/13/2021	9/12/2021	142	-	-	-	-	142
Lakeshore	458854081721	8/17/2021	9/16/2021	20	-	-	-	-	20
Lakeshore	462235081721	8/17/2021	9/16/2021	121	-	-	-	-	121
Lakeshore	464237081721	8/17/2021	9/16/2021	47	-	-	-	-	47

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Lakeshore	478365081921	8/19/2021	9/18/2021	18	-	-	-	-	18
Lauren Niggel	4	8/17/2021	8/17/2021	-	120	-	-	-	120
Learning Without Tears	INV120949	8/16/2021	9/15/2021	21	-	-	-	-	21
Learning Without Tears	INV121301	8/18/2021	9/17/2021	10	-	-	-	-	10
Learning Without Tears	INV121465	8/18/2021	9/17/2021	38	-	-	-	-	38
Learning Without Tears	INV121467	8/18/2021	9/17/2021	41	-	-	-	-	41
Learning Without Tears	INV121469	8/18/2021	9/17/2021	29	-	-	-	-	29
Liliana Harris	1KK-CPA	8/16/2021	9/15/2021	100	-	-	-	-	100
Liliana Harris	1KrK-CPA	8/16/2021	9/15/2021	100	-	-	-	-	100
Lisa Rumsey	RUMS081821	8/18/2021	8/18/2021	-	250	-	-	-	250
Little Global Citizens	1037	8/18/2021	9/17/2021	499	-	-	-	-	499
Little Global Citizens	1072	8/18/2021	9/17/2021	239	-	-	-	-	239
Little Global Citizens	1074	8/18/2021	9/17/2021	120	-	-	-	-	120
Little Global Citizens	1075	8/18/2021	9/17/2021	50	-	-	-	-	50
Little Passports	116836670	8/15/2021	9/14/2021	310	-	-	-	-	310
Little Passports	116836672	8/15/2021	9/14/2021	444	-	-	-	-	444
Little Passports	116838236	8/15/2021	9/14/2021	135	-	-	-	-	135
Little Passports	116840098	8/15/2021	9/14/2021	310	-	-	-	-	310
Little Passports	116840100	8/15/2021	9/14/2021	271	-	-	-	-	271
Little Passports	116840112	8/15/2021	9/14/2021	232	-	-	-	-	232
Little Passports	116840120	8/15/2021	9/14/2021	310	-	-	-	-	310
Little Passports	116913390	8/15/2021	9/14/2021	86	-	-	-	-	86
Little Passports	116913806	8/15/2021	9/14/2021	310	-	-	-	-	310
Little Passports	116914329	8/15/2021	9/14/2021	400	-	-	-	-	400
Live Education Inc.	10033	8/13/2021	9/12/2021	490	-	-	-	-	490
Logic of English	SI-128591	8/12/2021	9/11/2021	186	-	-	-	-	186
Logic of English	SI-128596	8/12/2021	9/11/2021	138	-	-	-	-	138
Logic of English	SI-128597	8/12/2021	9/11/2021	174	-	-	-	-	174
Logic of English	SI-128628	8/12/2021	9/11/2021	94	-	-	-	-	94
Logic of English	SI-128635	8/12/2021	9/11/2021	27	-	-	-	-	27
Logic of English	SI-128636	8/12/2021	9/11/2021	210	-	-	-	-	210
Logic of English	SI-128642	8/12/2021	9/11/2021	282	-	-	-	-	282
Logic of English	SI-129156	8/16/2021	9/15/2021	208	-	-	-	-	208
Mad Dog Math	4437	8/15/2021	9/14/2021	26	-	-	-	-	26
Mad Dog Math	4438	8/15/2021	9/14/2021	90	-	-	-	-	90
Mad Dog Math	4439	8/15/2021	9/14/2021	135	-	-	-	-	135
Math-U-See Inc.	0725326-IN	8/17/2021	10/16/2021	153	-	-	-	-	153
Math-U-See Inc.	0725348-IN	8/17/2021	10/16/2021	119	-	-	-	-	119
Math-U-See Inc.	0725350-IN	8/17/2021	10/16/2021	119	-	-	-	-	119
Math-U-See Inc.	0725564-IN	8/17/2021	10/16/2021	58	-	-	-	-	58
Math-U-See Inc.	0725571-IN	8/17/2021	10/16/2021	162	-	-	-	-	162

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Math-U-See Inc.	0725573-IN	8/17/2021	10/16/2021	174	-	-	-	-	174
Math-U-See Inc.	0727026-IN	8/18/2021	10/17/2021	199	-	-	-	-	199
Math-U-See Inc.	0727041-IN	8/18/2021	10/17/2021	119	-	-	-	-	119
Math-U-See Inc.	0727042-IN	8/18/2021	10/17/2021	49	-	-	-	-	49
Math-U-See Inc.	0727044-IN	8/18/2021	10/17/2021	62	-	-	-	-	62
Math-U-See Inc.	0727045-IN	8/18/2021	10/17/2021	119	-	-	-	-	119
Math-U-See Inc.	0727581-IN	8/20/2021	10/19/2021	52	-	-	-	-	52
Math-U-See Inc.	0727583-IN	8/20/2021	10/19/2021	59	-	-	-	-	59
Mathnasium of Vista	1439	8/20/2021	9/19/2021	379	-	-	-	-	379
MEL Science U.S., LLC	GP2021081902	8/18/2021	9/17/2021	677	-	-	-	-	677
MEL Science U.S., LLC	IP2021081901	8/18/2021	9/17/2021	677	-	-	-	-	677
Moving Beyond the Page	257298	8/15/2021	9/14/2021	1,068	-	-	-	-	1,068
Moving Beyond the Page	257305	8/15/2021	9/14/2021	161	-	-	-	-	161
Moving Beyond the Page	257318	8/15/2021	9/14/2021	62	-	-	-	-	62
Moving Beyond the Page	257331	8/16/2021	9/15/2021	919	-	-	-	-	919
Moving Beyond the Page	257334	8/16/2021	9/15/2021	495	-	-	-	-	495
Moving Beyond the Page	257445	8/17/2021	9/16/2021	318	-	-	-	-	318
Moving Beyond the Page	257455	8/17/2021	9/16/2021	1,078	-	-	-	-	1,078
Moving Beyond the Page	257466	8/17/2021	9/16/2021	490	-	-	-	-	490
Moving Beyond the Page	257487	8/17/2021	9/16/2021	1,034	-	-	-	-	1,034
Moving Beyond the Page	257488	8/17/2021	9/16/2021	852	-	-	-	-	852
Moving Beyond the Page	257489	8/17/2021	9/16/2021	503	-	-	-	-	503
Moving Beyond the Page	257494	8/17/2021	9/16/2021	925	-	-	-	-	925
Moving Beyond the Page	257496	8/17/2021	9/16/2021	925	-	-	-	-	925
Moving Beyond the Page	257497	8/17/2021	9/16/2021	208	-	-	-	-	208
Moving Beyond the Page	257498	8/17/2021	9/16/2021	946	-	-	-	-	946
Moving Beyond the Page	257503	8/17/2021	9/16/2021	208	-	-	-	-	208
Moving Beyond the Page	257545	8/17/2021	9/16/2021	200	-	-	-	-	200
Moving Beyond the Page	257548	8/17/2021	9/16/2021	627	-	-	-	-	627
Moving Beyond the Page	257550	8/17/2021	9/16/2021	746	-	-	-	-	746
Moving Beyond the Page	257572	8/17/2021	9/16/2021	27	-	-	-	-	27
Moving Beyond the Page	257608	8/18/2021	9/17/2021	354	-	-	-	-	354
Moving Beyond the Page	257698	8/18/2021	9/17/2021	1,171	-	-	-	-	1,171
Moving Beyond the Page	257718	8/18/2021	9/17/2021	971	-	-	-	-	971
Moving Beyond the Page	257719	8/18/2021	9/17/2021	769	-	-	-	-	769
Moving Beyond the Page	257800	8/19/2021	9/18/2021	582	-	-	-	-	582
Moving Beyond the Page	257826	8/19/2021	9/18/2021	359	-	-	-	-	359
MoxieBox Art, Inc	7802	8/17/2021	9/16/2021	166	-	-	-	-	166
MusicPaige Studio	20	8/16/2021	9/15/2021	670	-	-	-	-	670
Mystery Science Inc.	148419	8/18/2021	9/17/2021	69	-	-	-	-	69
Natasha Brunstetter	BRUN081821	8/18/2021	8/18/2021	-	250	-	-	-	250

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Ner Enterprises Inc.	30968224	8/18/2021	9/17/2021	349	-	-	-	-	349
Nicole the Math Lady, LLC	3347	8/17/2021	9/16/2021	59	-	-	-	-	59
Nicole the Math Lady, LLC	3373	8/18/2021	9/17/2021	158	-	-	-	-	158
Oak Meadow Inc.	123334	8/16/2021	9/15/2021	151	-	-	-	-	151
Oak Meadow Inc.	123335	8/16/2021	9/15/2021	848	-	-	-	-	848
Oak Meadow Inc.	123392	8/17/2021	9/16/2021	187	-	-	-	-	187
Office Depot, Inc	181509885002	8/16/2021	9/5/2021	12	-	-	-	-	12
Office Depot, Inc	184942817001	8/9/2021	8/29/2021	-	23	-	-	-	23
Office Depot, Inc	187437833001	8/13/2021	9/5/2021	45	-	-	-	-	45
Office Depot, Inc	187443181001	8/11/2021	9/5/2021	20	-	-	-	-	20
Office Depot, Inc	187782865001	8/13/2021	9/5/2021	64	-	-	-	-	64
Office Depot, Inc	188094093001	8/16/2021	9/5/2021	323	-	-	-	-	323
Office Depot, Inc	188323414001	8/11/2021	9/5/2021	58	-	-	-	-	58
Office Depot, Inc	190019776001	8/16/2021	9/5/2021	16	-	-	-	-	16
One-on-One Tutoring	146	8/16/2021	9/15/2021	350	-	-	-	-	350
One-on-One Tutoring	147	8/16/2021	9/15/2021	350	-	-	-	-	350
One-on-One Tutoring	148	8/16/2021	9/15/2021	350	-	-	-	-	350
Oxford Consulting Services, Inc.	142001	7/31/2021	7/31/2021	-	-	424	-	-	424
Peace Hill Press, Inc. dba Well Trained Mind Pres	54198	7/21/2021	8/20/2021	-	109	-	-	-	109
Peace Hill Press, Inc. dba Well Trained Mind Pres	54412	8/20/2021	9/19/2021	83	-	-	-	-	83
Peace Hill Press, Inc. dba Well Trained Mind Pres	54413	8/20/2021	9/19/2021	41	-	-	-	-	41
Pearson Education Inc.	6001566092	4/6/2020	5/6/2020	-	-	-	-	(357)	(357)
Power of Leverage Brazilian Jiu Jitsu	263	8/17/2021	9/16/2021	420	-	-	-	-	420
Power of Leverage Brazilian Jiu Jitsu	266	8/17/2021	9/16/2021	420	-	-	-	-	420
Power of Leverage Brazilian Jiu Jitsu	267	8/17/2021	9/16/2021	420	-	-	-	-	420
Procopio, Cory, Hargreaves & Savitch LLP	764966	8/6/2021	9/5/2021	1,321	-	-	-	-	1,321
Prodigy Education, Inc.	08062021	8/6/2021	9/5/2021	1,800	-	-	-	-	1,800
Professional Tutors of America Inc.	79520	8/17/2021	9/1/2021	80	-	-	-	-	80
Provenance	1388	5/22/2020	5/22/2020	-	-	-	-	6,601	6,601
Provenance	1390	5/22/2020	5/22/2020	-	-	-	-	4,986	4,986
Provenance	1775	5/18/2020	5/18/2020	-	-	-	-	31,403	31,403
Provenance	1893	6/25/2020	6/25/2020	-	-	-	-	65,183	65,183
Provenance	1939	9/15/2020	9/15/2020	-	-	-	-	1,904	1,904
Provenance	2697	6/15/2020	6/15/2020	-	-	-	-	17,194	17,194
Provenance	2947	7/2/2020	7/2/2020	-	-	-	-	8,606	8,606
Provenance	3063	7/15/2020	7/15/2020	-	-	-	-	68,463	68,463
Provenance	3102	7/30/2020	7/30/2020	-	-	-	-	1,590	1,590
Provenance	3146	8/11/2020	8/11/2020	-	-	-	-	3,076	3,076
Provenance	3154	8/11/2020	8/11/2020	-	-	-	-	41,325	41,325
Provenance	3542	9/22/2020	9/22/2020	-	-	-	-	1,374	1,374
Provenance	3699	10/1/2020	10/30/2020	-	-	-	-	1,400	1,400

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Provenance	3713	11/3/2020	12/3/2020	-	-	-	-	2,963	2,963
Provenance	3782	10/27/2020	10/27/2020	-	-	-	-	11,497	11,497
Provenance	3791	11/5/2020	12/5/2020	-	-	-	-	1,248	1,248
Provenance	3806	10/30/2020	10/29/2020	-	-	-	-	8,959	8,959
Provenance	3827	11/6/2020	12/6/2020	-	-	-	-	2,208	2,208
Provenance	3901	11/16/2020	12/16/2020	-	-	-	-	400	400
Provenance	3914	11/16/2020	12/16/2020	-	-	-	-	56,508	56,508
Provenance	3964	11/17/2020	12/17/2020	-	-	-	-	1,524	1,524
Provenance	3965	11/17/2020	12/17/2020	-	-	-	-	7,059	7,059
Provenance	3966	11/17/2020	12/17/2020	-	-	-	-	736	736
Provenance	3967	11/17/2020	12/17/2020	-	-	-	-	637	637
Provenance	3969	11/18/2020	12/18/2020	-	-	-	-	682	682
Provenance	3979	11/19/2020	12/19/2020	-	-	-	-	51	51
Provenance	3985	11/19/2020	12/19/2020	-	-	-	-	36	36
Provenance	3986	11/19/2020	12/19/2020	-	-	-	-	451	451
Provenance	3989	11/19/2020	12/19/2020	-	-	-	-	4,373	4,373
Provenance	4005	11/20/2020	12/20/2020	-	-	-	-	512	512
Provenance	4023	11/20/2020	11/20/2020	-	-	-	-	(37,375)	(37,375)
Provenance	4024	12/1/2020	12/1/2020	-	-	-	-	(37,375)	(37,375)
Provenance	4131	1/19/2021	2/18/2021	-	-	-	-	300	300
Provenance	4171	12/18/2020	1/17/2021	-	-	-	-	5,906	5,906
Provenance	4311	1/19/2021	2/18/2021	-	-	-	-	124	124
Provenance	4313	1/19/2021	2/18/2021	-	-	-	-	100	100
Provenance	4327	1/19/2021	2/18/2021	-	-	-	-	3,073	3,073
Provenance	4333	1/19/2021	2/18/2021	-	-	-	-	341	341
Provenance	4352	1/20/2021	2/19/2021	-	-	-	-	16,250	16,250
Provenance	4358	1/20/2021	2/19/2021	-	-	-	-	230	230
Provenance	4368	1/20/2021	2/19/2021	-	-	-	-	2,796	2,796
Provenance	4410	1/28/2021	2/27/2021	-	-	-	-	1,709	1,709
Provenance	4418	1/28/2021	2/27/2021	-	-	-	-	223	223
Provenance	4428	1/28/2021	2/27/2021	-	-	-	-	14,300	14,300
Provenance	4437	1/29/2021	2/28/2021	-	-	-	-	1,950	1,950
Provenance	4445	1/29/2021	2/28/2021	-	-	-	-	1,925	1,925
Provenance	4447	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4448	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4449	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4450	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4451	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4452	2/2/2021	3/4/2021	-	-	-	-	12,180	12,180
Provenance	4469	2/4/2021	3/6/2021	-	-	-	-	275	275
Provenance	4485	2/11/2021	3/13/2021	-	-	-	-	8,400	8,400

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Provenance	4578	2/18/2021	3/20/2021	-	-	-	-	1,709	1,709
Provenance	4600	2/24/2021	3/26/2021	-	-	-	-	1,478	1,478
Provenance	4618	2/25/2021	3/26/2021	-	-	-	-	90	90
Provenance	4620	2/25/2021	3/27/2021	-	-	-	-	73	73
Provenance	4627	3/3/2021	4/2/2021	-	-	-	-	239	239
Provenance	4628	3/3/2021	4/2/2021	-	-	-	-	72	72
Provenance	4629	3/3/2021	4/2/2021	-	-	-	-	277	277
Provenance	4631	3/3/2021	4/2/2021	-	-	-	-	86	86
Provenance	4634	3/5/2021	4/4/2021	-	-	-	-	200	200
Provenance	4666	3/16/2021	4/15/2021	-	-	-	-	123	123
Provenance	4672	3/16/2021	4/15/2021	-	-	-	-	300	300
Provenance	4756	3/23/2021	4/22/2021	-	-	-	-	24	24
Provenance	4758	3/23/2021	4/22/2021	-	-	-	-	2,635	2,635
Provenance	4763	3/24/2021	4/23/2021	-	-	-	-	18	18
Provenance	4768	3/26/2021	4/25/2021	-	-	-	-	14,625	14,625
Provenance	4790	3/30/2021	4/29/2021	-	-	-	-	930	930
Provenance	4795	3/31/2021	4/30/2021	-	-	-	-	2,600	2,600
Provenance	4801	3/31/2021	4/30/2021	-	-	-	-	2,370	2,370
Provenance	4928	4/21/2021	5/21/2021	-	-	-	-	14	14
Provenance	4935	4/30/2021	5/30/2021	-	-	-	-	83	83
Provenance	4936	5/3/2021	6/2/2021	-	-	-	140	-	140
Provenance	5032	5/18/2021	6/17/2021	-	-	-	1,949	-	1,949
Provenance	PROV041321	4/13/2021	4/13/2021	-	-	-	-	3,250	3,250
Rainbow Resource Center	3489818	8/16/2021	9/15/2021	59	-	-	-	-	59
Rainbow Resource Center	3489822	8/16/2021	9/15/2021	78	-	-	-	-	78
Rainbow Resource Center	3489829	8/16/2021	9/15/2021	21	-	-	-	-	21
Rainbow Resource Center	3489832	8/16/2021	9/15/2021	259	-	-	-	-	259
Rainbow Resource Center	3489834	8/16/2021	9/15/2021	358	-	-	-	-	358
Rainbow Resource Center	3489836	8/16/2021	9/15/2021	46	-	-	-	-	46
Rainbow Resource Center	3489838	8/16/2021	9/15/2021	28	-	-	-	-	28
Rainbow Resource Center	3490185	8/16/2021	9/15/2021	97	-	-	-	-	97
Rainbow Resource Center	3490187	8/16/2021	9/15/2021	97	-	-	-	-	97
Rainbow Resource Center	3490207	8/16/2021	9/15/2021	108	-	-	-	-	108
Rainbow Resource Center	3490216	8/16/2021	9/15/2021	181	-	-	-	-	181
Rainbow Resource Center	3490225	8/16/2021	9/15/2021	31	-	-	-	-	31
Rainbow Resource Center	3490382	8/16/2021	9/15/2021	116	-	-	-	-	116
Rainbow Resource Center	3490384	8/16/2021	9/15/2021	79	-	-	-	-	79
Rainbow Resource Center	3490389	8/16/2021	9/15/2021	203	-	-	-	-	203
Rainbow Resource Center	3490397	8/16/2021	9/15/2021	35	-	-	-	-	35
Rainbow Resource Center	3490401	8/16/2021	9/15/2021	162	-	-	-	-	162
Rainbow Resource Center	3490405	8/16/2021	9/15/2021	62	-	-	-	-	62

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Rainbow Resource Center	3490409	8/16/2021	9/15/2021	43	-	-	-	-	43
Rainbow Resource Center	3490436	8/16/2021	9/15/2021	39	-	-	-	-	39
Rainbow Resource Center	3490444	8/16/2021	9/15/2021	13	-	-	-	-	13
Rainbow Resource Center	3490451	8/16/2021	9/15/2021	202	-	-	-	-	202
Rainbow Resource Center	3490696	8/16/2021	9/15/2021	116	-	-	-	-	116
Rainbow Resource Center	3490702	8/16/2021	9/15/2021	55	-	-	-	-	55
Rainbow Resource Center	3490796	8/16/2021	9/15/2021	34	-	-	-	-	34
Rainbow Resource Center	3493317	8/17/2021	9/16/2021	177	-	-	-	-	177
Rainbow Resource Center	3493557	8/17/2021	9/16/2021	187	-	-	-	-	187
Rainbow Resource Center	3493559	8/17/2021	9/16/2021	19	-	-	-	-	19
Rainbow Resource Center	3497266	8/18/2021	9/17/2021	113	-	-	-	-	113
Rainbow Resource Center	3497296	8/18/2021	9/17/2021	24	-	-	-	-	24
Rainbow Resource Center	3497312	8/18/2021	9/17/2021	74	-	-	-	-	74
Rainbow Resource Center	3497319	8/18/2021	9/17/2021	20	-	-	-	-	20
Rainbow Resource Center	3497363	8/18/2021	9/17/2021	20	-	-	-	-	20
Rainbow Resource Center	3497410	8/18/2021	9/17/2021	14	-	-	-	-	14
Rainbow Resource Center	3497420	8/18/2021	9/17/2021	164	-	-	-	-	164
Rainbow Resource Center	3497507	8/18/2021	9/17/2021	78	-	-	-	-	78
Rainbow Resource Center	3497513	8/18/2021	9/17/2021	24	-	-	-	-	24
Rainbow Resource Center	3497520	8/18/2021	9/17/2021	51	-	-	-	-	51
Rainbow Resource Center	3497529	8/18/2021	9/17/2021	27	-	-	-	-	27
Rainbow Resource Center	3497545	8/18/2021	9/17/2021	97	-	-	-	-	97
Rainbow Resource Center	3497568	8/18/2021	9/17/2021	87	-	-	-	-	87
Rainbow Resource Center	3497636	8/18/2021	9/17/2021	39	-	-	-	-	39
Rainbow Resource Center	3497643	8/18/2021	9/17/2021	244	-	-	-	-	244
Rainbow Resource Center	3498277	8/18/2021	9/17/2021	142	-	-	-	-	142
Rainbow Resource Center	3498288	8/18/2021	9/17/2021	25	-	-	-	-	25
Rainbow Resource Center	3498289	8/18/2021	9/17/2021	101	-	-	-	-	101
Rainbow Resource Center	3498933	8/19/2021	9/18/2021	26	-	-	-	-	26
Rainbow Resource Center	3499311	8/19/2021	9/18/2021	90	-	-	-	-	90
Rainbow Resource Center	3499335	8/19/2021	9/18/2021	241	-	-	-	-	241
Rainbow Resource Center	3499343	8/19/2021	9/18/2021	152	-	-	-	-	152
Rainbow Resource Center	3499738	8/19/2021	9/18/2021	21	-	-	-	-	21
Rainbow Resource Center	3499921	8/19/2021	9/18/2021	174	-	-	-	-	174
Rainbow Resource Center	3499942	8/19/2021	9/18/2021	489	-	-	-	-	489
Rainbow Resource Center	3499983	8/19/2021	9/18/2021	132	-	-	-	-	132
Rainbow Resource Center	3500346	8/19/2021	9/18/2021	65	-	-	-	-	65
Rainbow Resource Center	3500361	8/19/2021	9/18/2021	76	-	-	-	-	76
Rainbow Resource Center	3500365	8/19/2021	9/18/2021	124	-	-	-	-	124
Rainbow Resource Center	3500368	8/19/2021	9/18/2021	44	-	-	-	-	44
Rainbow Resource Center	3500511	8/19/2021	9/18/2021	30	-	-	-	-	30

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Rainbow Resource Center	3500513	8/19/2021	9/18/2021	36	-	-	-	-	36
Rainbow Resource Center	3500515	8/19/2021	9/18/2021	24	-	-	-	-	24
Rainbow Resource Center	3500571	8/19/2021	9/18/2021	57	-	-	-	-	57
Rainbow Resource Center	3500584	8/19/2021	9/18/2021	44	-	-	-	-	44
Rainbow Resource Center	3501010	8/19/2021	9/18/2021	27	-	-	-	-	27
Rainbow Resource Center	3501026	8/19/2021	9/18/2021	62	-	-	-	-	62
Rainbow Resource Center	3501734	8/20/2021	9/19/2021	31	-	-	-	-	31
Rainbow Resource Center	3501737	8/20/2021	9/19/2021	21	-	-	-	-	21
Rainbow Resource Center	3501739	8/20/2021	9/19/2021	120	-	-	-	-	120
Rainbow Resource Center	3501744	8/20/2021	9/19/2021	55	-	-	-	-	55
Rainbow Resource Center	3501748	8/20/2021	9/19/2021	154	-	-	-	-	154
Rainbow Resource Center	3501749	8/20/2021	9/19/2021	43	-	-	-	-	43
Rainbow Resource Center	3501751	8/20/2021	9/19/2021	143	-	-	-	-	143
Rainbow Resource Center	3502580	8/20/2021	9/19/2021	19	-	-	-	-	19
Rainbow Resource Center	3502586	8/20/2021	9/19/2021	108	-	-	-	-	108
Rainbow Resource Center	3502653	8/20/2021	9/19/2021	158	-	-	-	-	158
Rainbow Resource Center	3502661	8/20/2021	9/19/2021	39	-	-	-	-	39
Rainbow Resource Center	3502683	8/20/2021	9/19/2021	108	-	-	-	-	108
Rainbow Resource Center	3502981	8/20/2021	9/19/2021	146	-	-	-	-	146
Rainbow Resource Center	3502989	8/20/2021	9/19/2021	159	-	-	-	-	159
Rainbow Resource Center	3502998	8/20/2021	9/19/2021	61	-	-	-	-	61
Rainbow Resource Center	3503015	8/20/2021	9/19/2021	28	-	-	-	-	28
Rainbow Resource Center	3503054	8/20/2021	9/19/2021	174	-	-	-	-	174
Ramsey Solutions	INV237558	8/17/2021	9/16/2021	30	-	-	-	-	30
Reading with TLC	8557	8/16/2021	9/15/2021	327	-	-	-	-	327
Reading with TLC	8558	8/16/2021	9/15/2021	327	-	-	-	-	327
Reading with TLC	8559	8/16/2021	9/15/2021	327	-	-	-	-	327
Reading with TLC	8560	8/16/2021	9/15/2021	327	-	-	-	-	327
Reading with TLC	8561	8/16/2021	9/15/2021	326	-	-	-	-	326
Reading with TLC	8562	8/16/2021	9/15/2021	316	-	-	-	-	316
Reading with TLC	8564	8/17/2021	9/16/2021	316	-	-	-	-	316
Reading with TLC	8565	8/17/2021	9/16/2021	316	-	-	-	-	316
Reading with TLC	8569	8/17/2021	9/16/2021	316	-	-	-	-	316
Reading with TLC	8577	8/19/2021	9/18/2021	327	-	-	-	-	327
Reading with TLC	8580	8/20/2021	9/19/2021	326	-	-	-	-	326
Reading with TLC	8581	8/20/2021	9/19/2021	326	-	-	-	-	326
Reading with TLC	8582	8/20/2021	9/19/2021	73	-	-	-	-	73
Reading with TLC	8589	8/20/2021	9/19/2021	326	-	-	-	-	326
Roos Music	1100	8/16/2021	9/15/2021	1,845	-	-	-	-	1,845
Roos Music	1101	8/17/2021	9/16/2021	630	-	-	-	-	630
Russian School of Mathematics	RSMSOC2021-04	8/20/2021	9/19/2021	60	-	-	-	-	60

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Russian School of Mathematics	RSMSOC2021-05	8/20/2021	9/19/2021	60	-	-	-	-	60
S.T.A.R Academy	SAI1086-01	8/9/2021	9/8/2021	120	-	-	-	-	120
S.T.A.R Academy	SAI1631-01	8/9/2021	9/8/2021	180	-	-	-	-	180
San Diego Gas & Electric	SDGE081621-7713	8/16/2021	8/31/2021	218	-	-	-	-	218
San Diego Gas & Electric	SDGE081621-8466	8/16/2021	8/31/2021	1,383	-	-	-	-	1,383
San Diego Gas & Electric	SDGE081621-8471	8/16/2021	8/31/2021	935	-	-	-	-	935
San Diego Gas & Electric	SDGE081621-9009	8/16/2021	8/31/2021	807	-	-	-	-	807
Savvas Learning Company LLC	4026424062	8/9/2021	9/8/2021	77	-	-	-	-	77
School Specialty	208128236062	8/13/2021	9/12/2021	94	-	-	-	-	94
Semper Fi Wrestling Club	IH-August21	8/20/2021	9/19/2021	225	-	-	-	-	225
Sherri McFadden	MCFA081821	8/18/2021	8/18/2021	-	250	-	-	-	250
SHI International Corp	B13920918	8/16/2021	9/15/2021	22,033	-	-	-	-	22,033
Singapore Math Inc.	430910	8/13/2021	9/12/2021	131	-	-	-	-	131
Singapore Math Inc.	430931	8/13/2021	9/12/2021	66	-	-	-	-	66
Singapore Math Inc.	431049	8/13/2021	9/12/2021	133	-	-	-	-	133
Singapore Math Inc.	431051	8/13/2021	9/12/2021	133	-	-	-	-	133
Singapore Math Inc.	431054	8/13/2021	9/12/2021	131	-	-	-	-	131
Singapore Math Inc.	431062	8/13/2021	9/12/2021	131	-	-	-	-	131
Singapore Math Inc.	431068	8/13/2021	9/12/2021	131	-	-	-	-	131
Singapore Math Inc.	431076	8/13/2021	9/12/2021	131	-	-	-	-	131
Singapore Math Inc.	431163	8/13/2021	9/12/2021	131	-	-	-	-	131
Singapore Math Inc.	431167	8/13/2021	9/12/2021	131	-	-	-	-	131
Singapore Math Inc.	431206	8/13/2021	9/12/2021	131	-	-	-	-	131
Singapore Math Inc.	431209	8/13/2021	9/12/2021	131	-	-	-	-	131
Singapore Math Inc.	431220	8/13/2021	9/12/2021	131	-	-	-	-	131
Singapore Math Inc.	431228	8/13/2021	9/12/2021	45	-	-	-	-	45
Singapore Math Inc.	431248	8/13/2021	9/12/2021	119	-	-	-	-	119
Singapore Math Inc.	431441	8/16/2021	9/15/2021	119	-	-	-	-	119
Singapore Math Inc.	431446	8/16/2021	9/15/2021	131	-	-	-	-	131
Singapore Math Inc.	431447	8/16/2021	9/15/2021	131	-	-	-	-	131
Singapore Math Inc.	431498	8/16/2021	9/15/2021	106	-	-	-	-	106
Singapore Math Inc.	431566	8/16/2021	9/15/2021	106	-	-	-	-	106
Singapore Math Inc.	431581	8/16/2021	9/15/2021	106	-	-	-	-	106
Singapore Math Inc.	431587	8/16/2021	9/15/2021	131	-	-	-	-	131
Singapore Math Inc.	431597	8/16/2021	9/15/2021	120	-	-	-	-	120
Singapore Math Inc.	431601	8/16/2021	9/15/2021	106	-	-	-	-	106
Singapore Math Inc.	431606	8/16/2021	9/15/2021	106	-	-	-	-	106
Singapore Math Inc.	431608	8/16/2021	9/15/2021	120	-	-	-	-	120
Singapore Math Inc.	431610	8/16/2021	9/15/2021	133	-	-	-	-	133
Singapore Math Inc.	431614	8/16/2021	9/15/2021	131	-	-	-	-	131
Singapore Math Inc.	431615	8/16/2021	9/15/2021	131	-	-	-	-	131

Cabrillo Point Academy**Accounts Payable Aging**

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Singapore Math Inc.	431616	8/16/2021	9/15/2021	131	-	-	-	-	131
Singapore Math Inc.	431619	8/16/2021	9/15/2021	131	-	-	-	-	131
Singapore Math Inc.	431621	8/16/2021	9/15/2021	119	-	-	-	-	119
Singapore Math Inc.	431626	8/16/2021	9/15/2021	78	-	-	-	-	78
Singapore Math Inc.	431628	8/16/2021	9/15/2021	65	-	-	-	-	65
Singapore Math Inc.	431630	8/16/2021	9/15/2021	67	-	-	-	-	67
Singapore Math Inc.	431739	8/16/2021	9/15/2021	131	-	-	-	-	131
Singapore Math Inc.	431744	8/16/2021	9/15/2021	133	-	-	-	-	133
Singapore Math Inc.	431750	8/13/2021	9/12/2021	224	-	-	-	-	224
Singapore Math Inc.	431756	8/16/2021	9/15/2021	107	-	-	-	-	107
Singapore Math Inc.	431759	8/16/2021	9/15/2021	133	-	-	-	-	133
Singapore Math Inc.	431776	8/16/2021	9/15/2021	61	-	-	-	-	61
Singapore Math Inc.	431864	8/17/2021	9/16/2021	128	-	-	-	-	128
Singapore Math Inc.	431886	8/17/2021	9/16/2021	67	-	-	-	-	67
Singapore Math Inc.	431894	8/16/2021	9/15/2021	53	-	-	-	-	53
Singapore Math Inc.	432410	8/18/2021	9/17/2021	66	-	-	-	-	66
Singapore Math Inc.	432417	8/18/2021	9/17/2021	119	-	-	-	-	119
Singapore Math Inc.	432420	8/18/2021	9/17/2021	119	-	-	-	-	119
Singapore Math Inc.	432425	8/18/2021	9/17/2021	133	-	-	-	-	133
Singapore Math Inc.	432430	8/18/2021	9/17/2021	133	-	-	-	-	133
Singapore Math Inc.	432434	8/18/2021	9/17/2021	119	-	-	-	-	119
Singapore Math Inc.	432440	8/18/2021	9/17/2021	27	-	-	-	-	27
Singapore Math Inc.	432455	8/18/2021	9/17/2021	131	-	-	-	-	131
Singapore Math Inc.	432476	8/18/2021	9/17/2021	131	-	-	-	-	131
Singapore Math Inc.	432482	8/18/2021	9/17/2021	131	-	-	-	-	131
Singapore Math Inc.	432508	8/18/2021	9/17/2021	131	-	-	-	-	131
Singapore Math Inc.	432513	8/18/2021	9/17/2021	131	-	-	-	-	131
Singapore Math Inc.	432529	8/18/2021	9/17/2021	61	-	-	-	-	61
Singapore Math Inc.	432547	8/18/2021	9/17/2021	39	-	-	-	-	39
Singapore Math Inc.	432578	8/18/2021	9/17/2021	119	-	-	-	-	119
Singapore Math Inc.	432583	8/18/2021	9/17/2021	131	-	-	-	-	131
Singapore Math Inc.	432956	8/19/2021	9/18/2021	62	-	-	-	-	62
Singapore Math Inc.	432959	8/19/2021	9/18/2021	61	-	-	-	-	61
Singapore Math Inc.	432966	8/19/2021	9/18/2021	30	-	-	-	-	30
Singapore Math Inc.	432968	8/19/2021	9/18/2021	28	-	-	-	-	28
Singapore Math Inc.	432973	8/19/2021	9/18/2021	30	-	-	-	-	30
Singapore Math Inc.	432976	8/19/2021	9/18/2021	119	-	-	-	-	119
Singapore Math Inc.	432981	8/19/2021	9/18/2021	131	-	-	-	-	131
Singapore Math Inc.	433097	8/19/2021	9/18/2021	119	-	-	-	-	119
Singapore Math Inc.	433103	8/19/2021	9/18/2021	66	-	-	-	-	66
Singapore Math Inc.	433107	8/19/2021	9/18/2021	119	-	-	-	-	119

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Singapore Math Inc.	433109	8/19/2021	9/18/2021	131	-	-	-	-	131
Singapore Math Inc.	433116	8/19/2021	9/18/2021	133	-	-	-	-	133
Singapore Math Inc.	433122	8/19/2021	9/18/2021	131	-	-	-	-	131
Singapore Math Inc.	433126	8/19/2021	9/18/2021	106	-	-	-	-	106
Singapore Math Inc.	433132	8/19/2021	9/18/2021	133	-	-	-	-	133
Singapore Math Inc.	433140	8/19/2021	9/18/2021	131	-	-	-	-	131
Singapore Math Inc.	433141	8/19/2021	9/18/2021	133	-	-	-	-	133
Singapore Math Inc.	433143	8/19/2021	9/18/2021	119	-	-	-	-	119
Singapore Math Inc.	433151	8/19/2021	9/18/2021	46	-	-	-	-	46
Singapore Math Inc.	433154	8/19/2021	9/18/2021	78	-	-	-	-	78
Singapore Math Live	818211	8/18/2021	9/17/2021	70	-	-	-	-	70
Sonrisas Spanish	818	8/16/2021	9/15/2021	489	-	-	-	-	489
Sonrisas Spanish	820	8/18/2021	9/17/2021	389	-	-	-	-	389
Specialized Therapy Services, Inc.	CPAC01-0721 T2	7/31/2021	9/9/2021	851	-	-	-	-	851
Starfall Education Foundation	1635-3176-5651	8/18/2021	9/17/2021	62	-	-	-	-	62
Starfall Education Foundation	2349-8459-1322	8/18/2021	9/17/2021	35	-	-	-	-	35
Studies Weekly	402218	8/9/2021	9/5/2021	32	-	-	-	-	32
Studies Weekly	402226	8/9/2021	9/5/2021	33	-	-	-	-	33
Studies Weekly	402242	8/9/2021	9/5/2021	32	-	-	-	-	32
Studies Weekly	402249	8/9/2021	9/5/2021	65	-	-	-	-	65
Studies Weekly	402301	8/9/2021	9/5/2021	32	-	-	-	-	32
Studies Weekly	402319	8/9/2021	9/5/2021	32	-	-	-	-	32
Studies Weekly	402324	8/9/2021	9/5/2021	32	-	-	-	-	32
Studies Weekly	402328	8/9/2021	9/5/2021	32	-	-	-	-	32
Studies Weekly	402334	8/9/2021	9/5/2021	32	-	-	-	-	32
Studies Weekly	402418	8/9/2021	9/5/2021	32	-	-	-	-	32
Studies Weekly	402428	8/9/2021	9/5/2021	32	-	-	-	-	32
Studies Weekly	402462	8/9/2021	9/5/2021	32	-	-	-	-	32
Studies Weekly	402491	8/9/2021	9/5/2021	32	-	-	-	-	32
Studies Weekly	402506	8/9/2021	9/5/2021	65	-	-	-	-	65
Studies Weekly	402521	8/9/2021	9/5/2021	65	-	-	-	-	65
Studies Weekly	402525	8/9/2021	9/5/2021	65	-	-	-	-	65
Studies Weekly	402908	8/10/2021	9/8/2021	65	-	-	-	-	65
Studies Weekly	402935	8/10/2021	9/8/2021	65	-	-	-	-	65
Studies Weekly	402947	8/10/2021	9/8/2021	33	-	-	-	-	33
Studies Weekly	402958	8/10/2021	9/8/2021	33	-	-	-	-	33
Studies Weekly	403025	8/10/2021	9/8/2021	33	-	-	-	-	33
Studies Weekly	403032	8/10/2021	9/8/2021	65	-	-	-	-	65
Studies Weekly	403033	8/10/2021	9/8/2021	65	-	-	-	-	65
Studies Weekly	403052	8/10/2021	9/8/2021	65	-	-	-	-	65
Studies Weekly	403158	8/10/2021	9/9/2021	65	-	-	-	-	65

Cabrillo Point Academy**Accounts Payable Aging**

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Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Studies Weekly	403167	8/10/2021	9/9/2021	65	-	-	-	-	65
Studies Weekly	403182	8/10/2021	9/9/2021	65	-	-	-	-	65
Studies Weekly	403188	8/10/2021	9/9/2021	32	-	-	-	-	32
Studies Weekly	404367	8/16/2021	9/12/2021	32	-	-	-	-	32
Studies Weekly	404396	8/16/2021	9/12/2021	32	-	-	-	-	32
Studies Weekly	404406	8/16/2021	9/12/2021	65	-	-	-	-	65
Studies Weekly	404441	8/16/2021	9/12/2021	65	-	-	-	-	65
Studies Weekly	404444	8/16/2021	9/12/2021	65	-	-	-	-	65
Studies Weekly	404446	8/16/2021	9/12/2021	65	-	-	-	-	65
Studies Weekly	404448	8/16/2021	9/12/2021	32	-	-	-	-	32
Teacher Synergy, LLC	160789664	8/16/2021	9/6/2021	102	-	-	-	-	102
Teacher Synergy, LLC	160808207	8/16/2021	9/6/2021	15	-	-	-	-	15
Teacher Synergy, LLC	160810218	8/16/2021	9/6/2021	82	-	-	-	-	82
Teacher Synergy, LLC	160811807	8/16/2021	9/6/2021	42	-	-	-	-	42
Teacher Synergy, LLC	160814644	8/16/2021	9/6/2021	4	-	-	-	-	4
Teacher Synergy, LLC	160814912	8/16/2021	9/6/2021	20	-	-	-	-	20
Teacher Synergy, LLC	160814921	8/16/2021	9/6/2021	119	-	-	-	-	119
Teacher Synergy, LLC	160821256	8/16/2021	9/6/2021	23	-	-	-	-	23
Teacher Synergy, LLC	160822392	8/16/2021	9/6/2021	33	-	-	-	-	33
Teacher Synergy, LLC	160827143	8/16/2021	9/6/2021	25	-	-	-	-	25
Teacher Synergy, LLC	160933426	8/17/2021	9/7/2021	43	-	-	-	-	43
Teacher Synergy, LLC	161049916	8/18/2021	9/8/2021	20	-	-	-	-	20
Teacher Synergy, LLC	161084143	8/18/2021	9/8/2021	35	-	-	-	-	35
Teacher Synergy, LLC	161125113	8/18/2021	9/8/2021	40	-	-	-	-	40
Teacher Synergy, LLC	161268528	8/19/2021	9/9/2021	36	-	-	-	-	36
Teacher Synergy, LLC	161269134	8/19/2021	9/9/2021	18	-	-	-	-	18
Teacher Synergy, LLC	161269416	8/19/2021	9/9/2021	126	-	-	-	-	126
Teacher Synergy, LLC	161269555	8/19/2021	9/9/2021	99	-	-	-	-	99
Teacher Synergy, LLC	161291569	8/20/2021	9/10/2021	15	-	-	-	-	15
Teacher Synergy, LLC	161337472	8/20/2021	9/10/2021	8	-	-	-	-	8
Teacher Synergy, LLC	161337788	8/20/2021	9/10/2021	42	-	-	-	-	42
Teacher Synergy, LLC	161343197	8/20/2021	9/10/2021	42	-	-	-	-	42
Teacher Synergy, LLC	161354826	8/20/2021	9/10/2021	8	-	-	-	-	8
Teacher Synergy, LLC	161355526	8/20/2021	9/10/2021	51	-	-	-	-	51
Teacher Synergy, LLC	161400221	8/20/2021	9/10/2021	56	-	-	-	-	56
Teacher Synergy, LLC	161404048	8/20/2021	9/10/2021	16	-	-	-	-	16
Teacher Synergy, LLC	161405994	8/20/2021	9/10/2021	23	-	-	-	-	23
Teacher Synergy, LLC	161410203	8/20/2021	9/10/2021	72	-	-	-	-	72
Teaching Textbooks	38511	8/18/2021	9/17/2021	75	-	-	-	-	75
Teaching Textbooks	38512	8/18/2021	9/17/2021	55	-	-	-	-	55
Teaching Textbooks	38520	8/18/2021	9/17/2021	275	-	-	-	-	275

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Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Teaching Textbooks	38556	8/18/2021	9/17/2021	67	-	-	-	-	67
Teaching Textbooks	38652	8/19/2021	9/18/2021	67	-	-	-	-	67
Teaching Textbooks	38653	8/19/2021	9/18/2021	55	-	-	-	-	55
Teaching Textbooks	38654	8/19/2021	9/18/2021	67	-	-	-	-	67
Teaching Textbooks	38655	8/19/2021	9/18/2021	43	-	-	-	-	43
The Dragon Institute	2021-005840	8/5/2021	9/4/2021	120	-	-	-	-	120
The Prentice School	AAT-063021	8/10/2021	9/9/2021	125	-	-	-	-	125
The Prentice School	AAT-073121	8/10/2021	9/9/2021	2,000	-	-	-	-	2,000
The Prentice School	ABT-063021	8/10/2021	9/9/2021	125	-	-	-	-	125
The Prentice School	ABT-073121	8/10/2021	9/9/2021	2,000	-	-	-	-	2,000
Think Social Publishing, Inc.	212712	5/11/2021	6/10/2021	-	-	-	232	-	232
Thinkwell Corporation	205000cr	8/17/2021	9/16/2021	(125)	-	-	-	-	(125)
Thinkwell Corporation	205052	8/17/2021	9/16/2021	162	-	-	-	-	162
Timberdoodle.com	368237	7/29/2021	9/27/2021	1,265	-	-	-	-	1,265
Timberdoodle.com	369459	8/10/2021	10/9/2021	1,349	-	-	-	-	1,349
Timberdoodle.com	369510	8/10/2021	10/9/2021	663	-	-	-	-	663
Timberdoodle.com	369621	8/11/2021	10/10/2021	904	-	-	-	-	904
Timberdoodle.com	369895	8/13/2021	10/12/2021	504	-	-	-	-	504
Timberdoodle.com	369905	8/13/2021	10/12/2021	1,081	-	-	-	-	1,081
Timberdoodle.com	369910	8/13/2021	10/12/2021	1,093	-	-	-	-	1,093
Timberdoodle.com	369932	8/13/2021	10/12/2021	953	-	-	-	-	953
Timberdoodle.com	370140	8/16/2021	10/15/2021	199	-	-	-	-	199
Timberdoodle.com	370143	8/16/2021	10/15/2021	58	-	-	-	-	58
Timberdoodle.com	370288	8/17/2021	10/16/2021	289	-	-	-	-	289
Timberdoodle.com	370309	8/17/2021	10/16/2021	129	-	-	-	-	129
Timberdoodle.com	370332	8/17/2021	10/16/2021	1,104	-	-	-	-	1,104
Timberdoodle.com	370342	8/17/2021	10/16/2021	889	-	-	-	-	889
Timberdoodle.com	370344	8/17/2021	10/16/2021	840	-	-	-	-	840
Timberdoodle.com	370460	8/17/2021	10/16/2021	1,010	-	-	-	-	1,010
Timberdoodle.com	370526	8/18/2021	10/17/2021	1,039	-	-	-	-	1,039
Timberdoodle.com	370545	8/18/2021	10/17/2021	1,152	-	-	-	-	1,152
Timberdoodle.com	370662	8/19/2021	10/18/2021	1,149	-	-	-	-	1,149
Timberdoodle.com	370831	8/20/2021	10/19/2021	190	-	-	-	-	190
Tkd Capistrano Corp.	SJC8621BBTKDA	8/16/2021	9/15/2021	300	-	-	-	-	300
Trigger Memory Co.	2626	8/20/2021	9/19/2021	44	-	-	-	-	44
United Studios of Self Defense	PS121	8/16/2021	9/15/2021	215	-	-	-	-	215
WriteShop	21-0829	8/14/2021	9/13/2021	38	-	-	-	-	38
WriteShop	21-0839	8/17/2021	9/16/2021	34	-	-	-	-	34
Youth Care of Utah, Inc.	0001	8/5/2021	9/4/2021	12,759	-	-	-	-	12,759
Total Outstanding Payables in August				\$ 247,828	\$ 30,888	\$ 424	\$ 2,321	\$ 380,335	\$ 661,796



Resolution of Cabrillo Point Academy Board of Directors 2021-06

Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

THEREFORE, BE IT RESOLVED that the Board of Directors of Cabrillo Point Academy finds that the Governor's March 4, 2020, declaration of a state of emergency due to the COVID-19 pandemic remains active.

BE IT FURTHER RESOLVED, the Board of Directors of Cabrillo Point Academy finds that due to the state of emergency meeting in person would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of board members, staff, and the public.

PASSED AND ADOPTED by the following vote of the Board of Directors of Cabrillo Point Academy, County of Orange, State of California on _____, 2021.

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENCES: _____

President, Board of Directors