

LEASE AGREEMENT

THIS LEASE is hereby made and entered into by and between Pueblo School District No. 60 (the "District"), and Chavez/Huerta K-12 Preparatory Academy ("Tenant").

RECITALS:

WHEREAS, the District, in its capacity as Authorizer, and Tenant are parties to a Charter School Contract dated June 28, 2022 (the "Charter Contract"), which governs the Tenant's operation as a charter school in the District; and

WHEREAS, the District is the owner of certain real property situated in Pueblo, Colorado, at 2500 West 18th Street, which property is described in Exhibit "A" attached hereto (hereinafter the "School"); and

WHEREAS, the District has determined it to be in the best interest of the District and the Tenant to establish a formal lease for the Tenant to occupy the School to facilitate the Tenant's purpose as a charter school.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. BASIC LEASE PROVISIONS

1.1. Terms and Conditions. The District grants to Tenant the right to and Tenant shall be permitted to utilize the School pursuant to the terms, conditions and provisions of this Lease. Tenant shall have exclusive use of the School.

1.2. Length of Term and Commencement Date. The term of this Lease shall commence on July 1, 2022 (the "Commencement Date") and shall extend until June 30, 2025 (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. Upon expiration of the Term, or extended Term as set forth below, Tenant covenants that it will not seek payment or reimbursement from the District for any costs and expenses incurred for any maintenance or repairs. This would include, but would not be limited to: interior and exterior repairs, replacements and necessary maintenance of the School.

1.3. Option to Renew. Provided this Lease has not been otherwise terminated, Tenant is not in default under the terms of this Lease, and Tenant remains a charter school of the District, the parties shall have the mutual option of extending this Lease for a term coinciding with any future renewal of the Tenant's charter under the same terms and conditions of this Lease. Tenant shall provide notice of its intent to exercise its options by delivering written notice to the District at least ninety (90) days but not more than one hundred fifty (150) days prior to expiration of the then current term. Failure of Tenant to duly and timely exercise its option to renew this Lease shall be deemed a waiver of Tenant's right to said option and all further options. The District shall provide Tenant with a written response within thirty (30) days of receipt of Tenant's notice, either extending the current term by amendment to this Lease or declining to extend the Term, in which event the Lease shall expire as scheduled. At minimum, it shall be

a requirement for renewal of the Lease that the charter for the School has been renewed by the District. Failure of the District to duly and timely respond to Tenant's notice of intent to extend shall be deemed an approval of the renewal Term.

1.4. Acceptance by Tenant. Tenant certifies that Tenant and District have inspected the School and that Tenant accepts same "AS IS", in its existing condition at the time of the inspection and its existing condition as of the Commencement Date of this Lease, together with all defects, latent or patent, if any, and subject to all easements, encumbrances and restrictions and matters of record. Tenant further acknowledges that the District has made no warranties or representations of any nature whatsoever regarding the School, including the physical condition thereof or of any improvements located therein. The District shall not be required to perform any repair work, alterations, or remodeling of the School as a condition of this or as a condition of any subsequent renewal of the Lease.

1.5. Inability to Operate. In the event Tenant is unable to obtain or maintain in full force and effect through no fault of Tenant, any permit, license or other governmental approval necessary or required for continued operation of the School, District or Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to the other party. Thereafter the parties shall be relieved of all further obligations under this Lease arising subsequent to the date of such termination.

2. RENT

Consistent with Colo. Rev. Stat. § 22-30.5-104(7)(c), the District shall not charge a rental or leasing fee for the Tenant's use of the School during the term of this Lease or during the first renewal period.

3. ALTERATIONS TO THE SCHOOL

3.1. Tenant's Work.

a. Alterations. Tenant shall not at any time construct or make any improvements, additions, modifications or alterations to the School without the prior written consent of District, whose consent shall not be unreasonably withheld or delayed. In the event Tenant proposes to construct any alteration, improvement, or modification of the School, Tenant shall submit to District conceptual plans and specifications for such proposed alterations (the "Alterations"). In no case shall the Tenant make any Alteration to the facility that would in any manner hinder the enrollment of students with disabilities. Tenant will not be required to make Alterations that would increase the number of students with disabilities who are enrolled or to create additional facilities to accommodate a wider range of students with disabilities. In the event District approves requested Alterations, Tenant shall prepare and submit to District for approval detailed plans and otherwise comply with the terms of this Section 3. All Alterations, including improvements, additions and modifications constructed by Tenant shall be deemed a part of the School, and, prior to any such proposed changes to the facility, shall be identified as either temporary or permanent. Upon expiration or earlier termination of this Lease, the District shall identify those Alterations, including improvements, additions and modifications previously identified as temporary that need to be removed, restored or repaired by the Tenant.

b. Governmental Approvals. Tenant shall be responsible for permitting and managing any project initiated and paid for by Tenant to ensure safe and proper execution of the work. Tenant shall obtain, at Tenant's sole cost and expense, all other approvals, including but not limited to local, state and federal permits and consents necessary for construction of any Alterations and shall further be responsible for all conditions which may be imposed in connection with such approvals. Tenant shall be responsible for adhering to all state statutes and guidelines for permitting and construction. The District's Director of Facilities shall have the opportunity to attend any meetings for design development and construction to provide assistance and make recommendations to ensure the success of the project. All contractors performing alterations to the facilities must be licensed, bonded, and insured. All projects over \$50,000 shall require a labor and material payment bond and performance bond prior to initiating construction work. The Tenant is further required to maintain a construction contingency fund of at least 5% of the total project cost for unseen conditions or owner directed change orders. All change order authorizations must be signed and approved by both Tenant and the District's Director of Facilities prior to the Tenant authorizing any such additional work.

c. General Installation Guidelines. All work performed by Tenant pursuant to this Lease shall be performed by Tenant at Tenant's sole cost and expense, and shall be performed only by duly licensed contractors specializing in such work. All work shall be performed in a good and workmanlike manner and shall be completed substantially in accordance with the plans approved by the District, and all applicable governmental laws, regulations, rules, codes and orders. Tenant, its contractors, subcontractors, laborers, suppliers and professionals shall exercise diligent care and caution in the installation, construction, maintenance, and repair of the School or any appurtenances thereto, in order to avoid damage to the School and the District's improvements. In the event of such damage, Tenant shall promptly repair said damage using materials of like kind and quality, restoring it to its condition prior to damage by Tenant, at Tenant's sole cost and expense. Tenant acknowledges that all work performed by Tenant pursuant to this Lease may or may not benefit District. Regardless of benefit, all work completed is subject to each and every provision of this Lease and shall be performed to the satisfaction of the District or its designee. In all cases, the costs for all work completed, whether a benefit to District or not, shall be borne by the Tenant and under no circumstances shall the District reimburse in part or in full the cost of any work done in the facility should the Tenant not renew the Lease for any reason. Tenant shall ensure that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, suppliers and professionals, are paid in full for such services and materials.

d. Contractor Requirements. Tenant shall require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance and physical damage insurance on a Builder's Risk form with the interest of District endorsed thereon, in such amounts and in such manner as the District reasonably requires. The District may require additional insurance for any alterations or improvements approved hereunder, in such amount as the District reasonably determines to be necessary.

e. No Liens. The Tenant and District covenant and agree that any work performed on the School is to be handled as a public works project, as provided in Colorado law and that nothing

contained in this Lease shall be construed as consent by the District to subject the estate of the District to liability for any construction lien. Notwithstanding the foregoing, it is expressly understood that the District's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by the District, Tenant shall file a notice satisfactory to the District in the public records of Pueblo County stating that the District's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within ten (10) days from the date Tenant received notice of such filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, the District may do so and thereafter charge Tenant, and Tenant shall promptly pay to the District upon demand all costs incurred by the District in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and hold the District harmless from and against any damage or loss incurred by the District as a result of any such construction lien.

4. CONDUCT OF BUSINESS AND USE OF BY TENANT

4.1. Use. Tenant shall exercise the rights granted hereunder solely and exclusively for operation of a charter school pursuant to the Charter Contract, Section 10.2. Tenant shall not use, or suffer the use of the School for any other use, business, or purpose other than those specifically permitted herein.

4.2. Waste or Nuisance. Tenant shall not commit or suffer to be committed any waste upon or within the School, commit or permit the maintenance or commission of any nuisance or other act or thing which interferes with the District's or any third parties' quiet enjoyment of the School or results in damage to the School or which may affect the District's fee interest in the School or results in an unsightly condition. Tenant shall cause any and all trash or discarded materials, including but not limited to construction materials used and/or generated by Tenant, to be removed from the School at Tenant's sole cost and expense immediately.

4.3. Governmental Regulations. Tenant shall, at Tenant's sole cost and expense comply with all ordinances, laws, statutes and regulations promulgated thereunder of all District, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to Tenant's use of the School. Tenant shall indemnify, defend and save the District harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

4.4. Non-Discrimination. Tenant shall not discriminate against any individual on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability with respect to any activity occurring under this Lease.

4.5. Surrender. Upon termination or expiration of this Lease, Tenant shall vacate and surrender the School to the District and the parties shall be relieved of all further obligations arising subsequent to the date of such termination or expiration.

4.6. Hazardous Substance. For purposes herein "Hazardous Materials" shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. "Environmental Laws" shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions. "Disposal" shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Tenant shall not use, maintain, store or dispose of any Hazardous Materials, chemicals or other agents used or produced in Tenant's operations, at the School, in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the disposal of Hazardous Materials upon the School or upon adjacent lands and shall operate and occupy the School in compliance with all Environmental Laws.

Any disposal of Hazardous Materials, whether by Tenant or any third party associated with Tenant, shall be reported to the District immediately upon the knowledge of Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean-up of any Hazardous Materials disposed of or discovered upon the School, or emanating from the School, or onto adjacent lands, as a result of Tenant's, or Tenant's agents, contractors or employees exercise of the rights granted by this Lease.

Tenant hereby agrees to indemnify, defend and hold harmless the District from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by the District, including reasonable attorney's fees and costs at trial and on appeal, which may arise directly, indirectly or proximately as a result of any violation of Environmental Laws or the disposal of any Hazardous Materials by Tenant, or Tenant's agents, contractors or employees. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant. Notwithstanding the foregoing, District remains responsible for compliance with applicable laws and regulations with respect to any Hazardous Materials at the School in their undisturbed condition that existed prior to Tenant's occupancy. The District, however, shall not have any obligation to remediate or remove any Hazardous Materials made necessary by repairs, maintenance, or Alterations or improvements required or desired to be made by Tenant.

Tenant acknowledges that the District enters into the Lease with the explicit understanding of the indemnification contained herein, acknowledging the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive the expiration or termination of this Lease.

5. REPAIRS AND MAINTENANCE

5.1. Responsibility of District. The District shall have no responsibility for routine or regular repairs and/or maintenance of the base building systems, including, but not limited to, the roof, structural, electrical and plumbing systems of the School. In the case of what would reasonably be considered a catastrophic loss, the District will consult with Tenant regarding repairs and or replacements.

5.2. Responsibility of Tenant. Tenant agrees to perform all maintenance and repair to the facility and maintain building equipment in good working order. Tenant further agrees to perform all

upgrades and alterations necessary to meet all local, state and federal ordinances and regulations. Tenant shall keep and maintain the School, and all Alterations and equipment (including but not limited to kitchen appliances, public address and alarm systems) in good condition and repair and in a clean condition, free of refuse, trash, and rubbish, at Tenant's sole cost and expense. Tenant shall be responsible for any repairs caused by the negligent or intentional acts of Tenant or Tenant's employees, agents, students, invitees or contractors. Tenant shall provide the District with thirty (30) days advance notice of any such work which may reasonably be foreseen by Tenant to impact the School. The notice required under this Section shall describe in detail the type of work to be performed. Tenant shall cooperate with the District to devise a plan to permit such work and minimize the impact of such work to the School. Tenant shall be responsible for all costs associated with preparation of and implementation of such plan. Notwithstanding the foregoing, in the event of an emergency, the District and Tenant shall have no duty to provide such advance notice as a result of undertaking any work necessary as a result of such emergency. For purposes of this Section 5.2, an "emergency" shall be defined as the occurrence of an event that threatens immediate harm to persons or property.

5.3. The District's Right to Inspect. The District or District's agents shall have the right to inspect the School. The District shall conduct such inspections in a manner consistent with the Charter Contract.

6. INSURANCE

The Tenant is required to maintain insurance for the School consistent with the insurance provisions contained within the Charter Contract, Section 4.4. The District shall maintain property insurance (building and contents) on the School to the extent of its interest and shall name the Tenant as an additional insured to the extent of its interest. The District shall deduct the cost of this insurance from amounts otherwise due to the School under the Charter Contract, unless the Tenant obtains its own insurance coverage as provided in the Charter Contract.

7. INDEMNIFICATION OF DISTRICT

The indemnification provision contained in the Charter Contract, Section 2.3, is incorporated herein.

8. DAMAGE OR DESTRUCTION

Consistent with the Charter Contract, in the event the School is destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, whereby the same are rendered untenable, in whole or in part, the District shall be notified in a timely manner. The District, may, at its sole option, elect not to restore or repair the School but to terminate this Lease, consistent with the Charter Contract.

Consistent with the Charter Contract, Section 2.6 (B), in the case of any breach which the District reasonably determines poses a serious and imminent threat to the School, the District may, but shall not be required to, take immediate control of the School or some portion thereof, and may exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. These additional rights of the District shall continue during the pendency of any

dispute resolution process with respect to any alleged breach. In the event either the District or Tenant elects to terminate this Lease, Tenant shall vacate and surrender the School, whereupon the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination mentioned herein shall be evidenced in writing. Termination of this Lease shall not affect Tenant's obligations under this Lease arising prior to such termination.

9. ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge, collaterally assign, or encumber this Lease, in whole or in part, nor sublet or rent all or any portion of the School nor grant any easements or enter into any management agreements affecting the School, without prior written consent of the District, which may be granted or withheld at the District's sole and absolute discretion. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Nothing herein shall prevent the Tenant from charging a fee for the temporary public use of any of its facilities, including the School, subject to the District's Community Use of School Facilities policy and regulation.

10. UTILITIES

Tenant shall be responsible for all of the utility fees used by, and directly related to operation of the School such as water, sewer, gas, electricity, phone service and internet service while in possession of same during the Term of this Lease. Tenant shall be responsible for making arrangements for the provision of a dumpster and regular pick-up and paying the cost associated therewith directly to the service provider.

11. ACCESS

Tenant shall comply with any reasonable security procedures established by the District to prevent unauthorized access to the School. Tenant and District shall each designate emergency contact personnel to notify in case of an emergency requiring access to the School. The District is not responsible for vandalism or theft at the School and is not obligated to monitor or respond to security system alerts.

12. DEFAULT

12.1. Default by Tenant. The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after demand for said payment; (ii) Tenant's failure to perform or observe any other term, covenant, or condition of this Lease on Tenant's part to be performed hereunder and such failure continues for a period of more than thirty (30) days after the date Tenant receives written notice from the District notifying Tenant of the specific failure; provided, however, Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion within sixty (60) days; (iii) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding; or (iv) termination of the Charter Contract. If any Event of Default occurs,

then at any time thereafter while the Event of Default continues, the District shall have the right to pursue such remedies as may be available to the District under the law, including, without limitation, the right to give Tenant notice that the District intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the District is so notified, this Lease will continue.

12.2. Default by the District. The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to the District, specifying wherein the District has failed to perform such obligations; provided, however, that if the nature of the District's obligations is such that more than thirty (30) days are required for performance then the District shall not be in default if the District commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

13. EARLY TERMINATION

Tenant reserves the right to terminate this Lease prior to expiration of the Term, or any extension thereof, by providing the District with sixty (60) days prior written notice to the District. Tenant covenants that it will not seek payment or reimbursement from the District for any costs and expenses incurred as a result of Tenant's terminating this Lease early, including but not limited to moving costs.

14. QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the rights granted hereunder in the School for the Term without hindrance or interruption by the District or any other person or persons lawfully or equitably claiming by, through or under the District, subject, nevertheless, to the terms and conditions of this Lease.

15. CONDEMNATION

If the School or any part thereof shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, the District shall be entitled to the entire award therefore, including, without limitation, any award relating to both Tenant's leasehold estate and the District's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to the District all right, title and interest in such award and, upon request, shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant may share in any award to the extent of any amount allocated to Tenant's undepreciated Alterations. In the event of a total taking of the School, this Lease shall terminate upon the date title vests in the condemning authority. Thereafter, the parties shall be relieved of all further obligations. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this Lease prior to such termination.

The District shall have no obligation to restore the School or improvements or otherwise perform any work upon same as a result of any such taking.

In the event of condemnation of the School or any portion thereof, and, if such condemnation may reasonably be expected to disrupt Tenant's operations at the School for more than thirty (30) days, Tenant may terminate this Lease upon fifteen (15) days written notice to the District. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease. Termination of this Lease shall not affect Tenant's obligations under this Lease arising prior to such termination.

16. MISCELLANEOUS

16.1. Entire Agreement. The terms, conditions and provisions of the Charter Contract, are incorporated by specific reference and are fully set forth herein. This Lease and any Exhibits attached hereto and forming a part hereof, as if fully set forth herein, along with the Charter Contract, constitute all agreements, conditions and understandings between the District and Tenant. To the extent that there is a conflict between any term, condition or provision of this Lease and the Charter Contract, this Lease shall govern unless specifically provided otherwise. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon the District or Tenant unless reduced to writing and signed by them.

16.2. Notices. All notices, consents, approvals, demands and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

a. If to the Tenant, at:

~~Executive Director~~ President/CEO
Chavez/Huerta K-12 Preparatory Academy
2727 W. 18th Street
Pueblo, Colorado 81003

b. If to the District, at:

Superintendent
Pueblo ~~City Schools~~ School District No. 60

315 West 11th Street
Pueblo, Colorado 81003

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

16.3. Severability. If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

16.4. Broker's Commission. Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and agrees to indemnify, defend and hold harmless the District from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

16.5. Waiver. The waiver by either party of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by the District to or of any act by Tenant requiring the District's consent or approval shall not be deemed to waive or render unnecessary the District's consent to or approval of any subsequent similar act by Tenant. No waiver of any provision of this Lease shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

16.6. Governing Law. This Lease shall be governed by and interpreted according to the laws of the State of Colorado.

16.7. Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Colorado. Additional information regarding radon and radon testing may be obtained from the state health department. Radon monitoring, testing and remediation, if any, shall be the responsibility of and at the sole cost of the Tenant.

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

16.9. Non-exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

16.10. Construction. No party shall be considered the author of this Lease since the parties hereto have participated in negotiations and drafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such determination shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

16.11. Effective Date of Agreement. This Lease is expressly contingent upon the approval of the District, and shall become effective only when signed by Tenant and duly authorized representatives of the District.

16.12. Force Majeure. Any party delayed by a Force Majeure Event, as defined herein, in performing under this Lease shall use reasonable efforts to remedy the cause or causes of such Force Majeure Event. A delay due to a Force Majeure Event shall serve to toll the time to perform under this Lease. "Force Majeure Event" shall mean any act of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, failure of utility service, or labor dispute.

16.13. Binding Effect. This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

16.14. Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Pueblo County, Colorado.

16.15. Headings. The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

16.16. Amendment. This Lease may be modified and amended only by written instrument executed by the parties hereto.

16.17. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by reference. The Charter Contract is also incorporated herein.

16.18. Tenant's Property. The District agrees and acknowledges that all of the personal property of Tenant stored within the School shall remain the property of Tenant, and, upon expiration or earlier termination of this Lease, shall be removed by Tenant. Tenant acknowledges that the School is being provided in an unfurnished state and that Tenant is solely responsible for providing furniture, equipment and other items of personal property, including but not limited to office and classroom furniture and computers, necessary to operate the charter school.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

[Signature page follows]

PUEBLO SCHOOL DISTRICT NO. 60

By: Margaret Z. Wright 6/28/2022
Dr. Margaret Wright, President Date

APPROVED AS TO FORM:
Richard E. Bump 6/27/2022
Richard E. Bump Date
Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60

CHAVEZ/HUERTA K-12 PREPARATORY
ACADEMY
By: Brad Miller 8/8/22
Brad Miller, President/CEO Date

APPROVED AS TO FORM:
Brad Miller Date
Brad Miller
Miller Farmer Law
Attorneys for Chavez/Huerta K-12 Preparatory
Academy

PUEBLO SCHOOL DISTRICT NO. 60

By: Margaret B. Wright
Dr. Margaret Wright, President

6/28/2022
Date

APPROVED AS TO FORM:

Richard E. Bump
Richard E. Bump
Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60

6/27/2022
Date

CHAVEZ/HUERTA K-12 PREPARATORY
ACADEMY

By: _____
_____, President

Date

APPROVED AS TO FORM:

Brad Miller
Brad Miller
Miller Farmer Law
Attorneys for Chavez/Huerta K-12 Preparatory
Academy

8/9/22
Date

EXHIBIT A - LEGAL DESCRIPTION

A parcel of land, located with the SW1/4 of the NE1/4 of Section 27, Township 20 South, Range 65 West of the 6th Principal Meridian, more particularly described as follows:

Beginning at a point on the East line of said SW1/4 of the NE1/4, said point being the Northwest corner of Block 6, of Hyde Park, according to the recorded plat thereof, said point also being 111.3 feet South of the Northeast corner of the said SW1/4 of the NE1/4; thence South along the said East line of the said SW1/4 of the NE1/4 a distance of 456 feet to a point, said point also being the point of intersection of the North alley line of Block 7 of said Hyde Park with the said East line of the said SW1/4 of the NE1/4; thence Westerly, along the said North alley line extended Westerly, a distance of 955.3 feet; thence Northerly, parallel to the said East line of the said SW1/4 of the NE1/4, a distance of 456 feet; thence Easterly along the South line of 18th Street, according to the plat of Hyde Park, extended Westerly, a distance of 955.3 feet, more or less, to the point of beginning

County of Pueblo, State of Colorado

Also known as: 2500 W. 18th Street, Pueblo, Colorado 81003

4876-7614-1094, v. 2