
Notice and Agenda

Regular Governing Council Meeting
Voz Collegiate Preparatory Charter School

Thursday January 18, 2024 6:00pm

Location: <https://us02web.zoom.us/j/7596191312>

Please contact Isaac Rivas-Savell at irivassavell@vozcollegiateprep.org or 575.605.3527 at least 48 hours prior to the meeting or as soon as possible if you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or listen to (or in this case, view) the meeting. Information to participate in the meeting is included below:

- A. Opening Business
 - 1. Call to Order
 - 2. Roll Call
 - 3. Discussion and consideration of **approval** of December 21, 2023, Meeting Minutes
- B. Public Input (10-minute time limit, speakers limited to 3 minutes each)
- C. Legal Counsel Report
- D. Dean of Academic Experience Report
 - 1. Data Report
- E. Finance and Audit Committee Report
 - 1. Discussion and consideration of **approval** of December 2023 Bank Rec and Check Register
 - 2. Discussion and consideration of **approval** of 2023-2024 BARs
 - i. Stronger Connections BAR 0007-IB
 - ii. Additional BARs
- F. Governance Committee Report
- G. School Foundation Report
- H. Facilities Task Force
 - 1. Discussion and consideration of approval of Head of School signing and finalizing lease agreement with Homewise
- I. Head of School Report
 - 1. Academic Dashboard
- J. Closing Business
 - 1. Next Scheduled Meeting: February 15, 2024
 - 2. Adjourn

MEETING MINUTES

Regular Governing Council Meeting
Voz Collegiate Preparatory Charter School
955 San Pedro SE
Albuquerque NM 87108

Thursday December 21, 2023, 6:00pm

Location: <https://us02web.zoom.us/j/7596191312>

- A. Opening Business
 - 1. Call to Order – 6:01PM
 - 2. Roll Call – Board Members Amanda, Celestina, Gabe, Bruce, Katie, Brejette, and Isaac present. Isaac Rivas-Savell, Dan Hill, Janessa Player, and Katie Rarick also in attendance.
 - 3. Discussion and consideration of **approval** of November 16, 2023, Meeting Minutes- Amanda made a motion, Isaac seconded. Unanimous approval.
- B. Public Input (10-minute time limit, speakers limited to 3 minutes each)
- C. Legal Counsel Report – Dan Hill gave update regarding legal matters.
- D. Dean of Academic Experience Report
 - 1. Data Report – Janessa Player gave presentation and facilitated Q&A in regards to academic performance.
- E. Finance and Audit Committee Report
 - 1. Discussion and consideration of **approval** of November 2023 Bank Rec and Check Register – Katie made the motion, Amanda seconded. Unanimous approval.
 - 2. Discussion and consideration of **approval** of 2023-2024 BARs – Gabe made the motion, Katie E seconded. Unanimous approval.
 - i. Lease Assistance BAR 0005 IB
 - ii. State Funded Universal Lunch 0006 IB
 - iii. Additional BARs
- F. Governance Committee Report – Amanda gave update related to the governance committee
- G. Facilities Task Force – Isaac gave an update related to new facility.
- H. School Foundation Report – Katie gave update related to school foundation.
- I. Head of School Report
 - 1. Academic Dashboard – Isaac Rivas Savell gave presentation related to academic performance.
- J. Closing Business
 - 1. Next Scheduled Meeting: January 18, 2024
 - 2. Adjourn – 7:02PM

Must submit backup for all BARs, except transfers of funds for SEG or direct grants

STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 Don Gaspar Santa Fe, NM 87501-2786
Budget Adjustment Request

Doc. ID: 001-709-2324-0007-IB
Fund Type: Flowthrough
Adjustment Type: Initial Budget

Fiscal Year: 2023-2024

Entity Name: Voz Collegiate Preparatory Charter

Adjustment Changes Intent/Scope of Program Yes or No?: No

Contact: Katie Rarick, Business Manager

Total Approved Budget (Flowthrough): 18,000

Phone: (505) 917-4023

Email: katie.rarick@axiomanalytics.org

FLOWTHROUGH ONLY	
Budget Period: 07/01/2023	To: 06/30/2024
A. Approved Carryover:	
B. Total Current Year Allocation:	
D. Total Funding Available:	

Revenue 24196.0000.41924 \$18,000

Fund	Function	Object	Program	Location	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
24196 Stronger Connections Grant (SCG) Program - CFDA 84.424F	2600 Operation & Maintenance of Plant	57340 Technology-Related Hardware.	0000 No Program	001709 Voz Collegiate Preparatory Charter	0000 No Job Class		\$18,000	\$18,000	
						Sub Total	\$18,000		
						Indirect Cost			
						DOC. TOTAL	\$18,000		

Justification:

Funds per PED

Compliance with Sections 10-15-1 and 22-8-12, NMSA, 1978 Compilation:

A. The requested budget/changes were authorized at a scheduled Board of Education or Governance Council meeting open to the public on:

B. Justification for the transfer: Explanation such as "underbudgeted", "insufficient budget", or "needed to close out Project" ARE NOT ACCEPTABLE. Attach additional sheets if necessary.

ALL TRANSFER BARS MUST NET OUT TO ZERO ON THE DOC. TOTAL LINE.

LEASE

LANDLORD: **VOZ EXCELLENCE IN EDUCATION, LLC**
a New Mexico limited liability company

TENANT: **VOZ COLLEGIATE PREPARATORY CHARTER SCHOOL,**
a New Mexico Public School.

LEASE
Basic Lease Information

Lease Date	
Tenant	Voz Collegiate Preparatory Charter School a New Mexico public school.
Address	2000 Randolph Rd. Albuquerque, NM 87106
Contact Person	Isaac Rivas-Savell, CEO
Telephone	575.605.3527
Rent notices to:	
Landlord	Voz Excellence in Education, LLC
Address	1301 Siler Road, Building D Santa Fe, NM 87507
Contact Person	Jen Mulliniks
Telephone	505.321.8501
Premises	2000 Randolph Rd., Albuquerque, NM
Building Area	26,936 square feet
Term	
Commencement Date	January 1, 2024
Expiration Date	December 31, 2043
Monthly Base Rental	See Article 4. A.
Use	Charter school purposes, including administrative offices

LEASE AGREEMENT

This Lease is entered into as of November 22, 2023, by and between **HOMEWISE** (hereinafter “Landlord”) and **VOZ COLLEGIATE PREPARATORY CHARTER SCHOOL, a New Mexico Public School** (hereinafter “Tenant”).

1. PREMISES. Landlord does hereby lease to Tenant, and Tenant does hereby take from Landlord, all of land and improvements (the “Premises”), located at 2000 Randolph Rd., Albuquerque, New Mexico, which Premises include a building containing approximately 26,936 square feet (the “Building”).

2. RESERVED.

3. LEASE TERM.

A. Initial Term. The “Lease Term” shall commence on the Commencement Date as defined in Subsection 3.B. below (hereinafter “Commencement Date”) and shall continue thereafter for a period of ten (10) years, unless earlier terminated as hereinafter provided.

B. Commencement Date. The Commencement Date and the Rent Commencement Date shall be January 1, 2024. Tenant shall have the right to early occupancy from the date the Lease is fully executed between the parties.

C. Extensions. Tenant shall have the option to extend the Lease Term for the Premises, for two (2) additional five (5) year terms, provided Tenant is not in default under the terms of this Lease at the time of the exercise of the option and at the commencement date for each option term. In the event an option is exercised, Base Rent shall continue to escalate in accordance with Section 4(B). Tenant shall not be entitled to any tenant improvement allowance during either option term. Tenant shall provide Landlord notice not less than nine (9) months prior to the expiration of the then-current Lease Term of its intent to exercise each option. The term “Lease Term” shall include all option terms exercised by Tenant.

4. RENT.

A. Beginning on the Commencement Date, Tenant shall pay to Landlord during the Lease Term annual rent in monthly installments pursuant to the following Schedule (hereinafter “Base Rent”):

Lease Period	Annual Rent	Monthly Rent
January 1, 2024-June 30, 2024	\$191,400	\$15,950
July 1, 2024-June 30, 2025	\$264,000	\$22,000
July 1, 2025-June 30, 2026	\$374,004	\$31,167
July 1, 2026-June 30, 2027	\$528,000	\$44,000
July 1, 2027-June 30, 2028	\$576,000	\$48,000
July 1, 2028-June 30, 2029	\$576,000	\$48,000
July 1, 2029-June 30, 2030	\$576,000	\$48,000
July 1, 2030-June 30, 2031	\$576,000	\$48,000

B. Beginning July 1, 2031 and annually thereafter, Base Rent shall increase by three percent each year.

C. The monthly installments of Base Rent shall be due and payable in advance on the 1st day of each month; provided that the first month's rent shall be due upon execution of this Lease. If any such Base Rent shall be payable for a fraction of a month, the amount payable shall be a pro rata share of the full month's Base Rent based on the actual number of days of the month involved. Should the Tenant fail within three (3) days after the amount is due to pay any Base Rent due hereunder at the time and in the manner herein provided, a late fee of ten percent (10%) of the amount then due will be added to the amount due which shall be immediately due and payable without any further notice or demand from Landlord. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder.

5. **SECURITY DEPOSIT.** Tenant, concurrently with its execution of this Lease, has remitted to Landlord, a security deposit in the amount of \$15,950 (the "Security Deposit") as partial security for its full and faithful performance of this Lease. If Tenant defaults with respect to the payment of Rent due under this Lease, Landlord, in its sole discretion, may elect to use, apply or retain all, or any part of the Security Deposit for the payment of any monies due Landlord, and Tenant shall, on demand, restore the Security Deposit to its full amount. Landlord shall not be required to keep the Security Deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. In the event Tenant shall fully and faithfully comply with all of its covenants and obligations under this Lease, the Security Deposit shall be returned to Tenant within 30 days after the expiration of this Lease and delivery of possession of the Premises to Landlord in accordance with the terms hereof. In the event of a sale of the Premises that is subject to this Lease, Landlord shall be released from all liability for the return of the Security Deposit and Tenant shall look solely to the successor landlord for the return of the Security Deposit. This provision shall apply to every transfer or assignment made of the Security Deposit to the successor landlord. The Security Deposit shall not be assigned or encumbered by Tenant without the written consent of Landlord, and any such assignment or encumbrance without Landlord's written consent shall be void.

6. **USE AND INSURANCE RATING.** Tenant shall use the Premises for the following purposes and for no other purposes whatsoever: Operating a charter school, including administrative offices. Tenant will not conduct or permit to be conducted any activity or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Building; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable insurance rating bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment, and as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefor.

7. **NO WARRANTIES BY LANDLORD AND AGENTS/ACCEPTANCE OF PREMISES.** Neither Landlord nor any agents or employees of Landlord have made any representations or promises with respect to the Premises, except as expressly set forth herein and no rights, privileges, easements or licenses are acquired by Tenant, except as expressly set forth herein. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were on such date of possession in good, clean and tenantable condition and that the Tenant accepts the Premises and "As Is" and with all faults, including but not limited to damage to flooring, walls, and ceiling

tiles.

- 8. ASSIGNMENT AND SUBLETTING.** Tenant shall have the right to sublease or assign all or part of the Premises to any other person only with the prior written consent of the Landlord, which consent will not be unreasonably withheld, provided the sublease or assignment complies with the conditions below.
- A.** Any sublease shall limit the use of the Premises by any subtenant to the permitted uses set forth in Section 6 above;
 - B.** Any sublease shall not relieve Tenant of its obligations under this Lease;
 - C.** Tenant shall provide Landlord with notice of any assignment or sublease in writing, and Landlord shall have a reasonable time, not to exceed ten (10) business days from receipt thereof, to consent or reject the proposed sublease or assignment. If Landlord consents to any assignment or sublease, the form of assignment or sublease shall be subject to Landlord's consent;
 - D.** Tenant and Landlord will negotiate rent upon sublease or assignment;
 - E.** The financial condition and credit record of the assignee or subtenant shall be reasonably acceptable to Landlord. Landlord shall have the right to receive upon request any assignee's or subtenant's financial statements at anytime during the Lease Term, but no more than two times in any given twelve (12) month period;
 - F.** Any assignment or sublease made in violation of the provisions contained herein shall be ineffective; and
 - G.** Each assignee shall assume, as provided in this Article 8, all obligations of Tenant under this Lease, and for the performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the Term. No assignment shall be binding on Landlord unless the assignee or Tenant shall deliver to Landlord a counterpart of the assignment and an instrument in recordable form that contains a covenant of assumption by the assignee satisfactory in substance and form to Landlord, consistent with the requirements of this Article 8, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.
- 9. TENANT IMPROVEMENTS AND ALTERATIONS.** Tenant will not make any alterations of or additions to the Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Tenant may make changes or alterations costing less than \$5,000 without Landlord's approval, but only if (i) they are of a non-structural nature, and (ii) they do not affect or involve major building components, as that term is used in Section 11. Improvement that are permanently affixed to the Premises and cost more than \$5,000, or structural, or involve major building components shall be termed "Tenant Improvements" for purposes of this Lease. All work to be performed on or within the Premises shall be performed by competent contractors and subcontractors, approved by Landlord, which approval shall not be unreasonably withheld by Landlord. Contractors shall be licensed as required for any applicable work and shall obtain all necessary permits and inspections for work conducted. Tenant shall ensure that any contractors carry commercial general liability insurance in the minimum amounts described in Paragraph 15.A of this Lease and that they name Landlord as an additional insured. All materials used in alterations shall be previously approved by Landlord. All alterations, additions or improvements which may be made by

either of the parties hereto upon the Premises, except office furnishings, trade fixtures and moveable personal property purchased or otherwise acquired by Tenant which may be removed without damage or destruction to the Premises shall be the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease or any extension thereof. Tenant will not permit any mechanics, laborers or materialmen's liens to stand against the Premises and will, within thirty (30) days of notice thereof remove all such liens; provided, however, that if Tenant shall first notify Landlord of the intention of Tenant to do so, Tenant may, at the expense and in the name of Tenant, in good faith contest any such lien and, in the event of any such contest, may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless Landlord shall notify the Tenant that, in the opinion of independent counsel, whose reasonable fees shall be paid by Tenant, by nonpayment of any such lien the Premises or any portion thereof will be subject to loss or forfeiture, or Landlord will be subject to liability, in which event such lien shall be paid promptly or secured by posting a bond with Landlord in form satisfactory to Landlord (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such lien. Subject to the preceding sentence, Landlord may remove such liens and Tenant shall immediately reimburse Landlord upon demand for all costs and expenses, including attorney's fees, incurred by Landlord in removing such mechanic's or materialmen's lien. Tenant shall give Landlord fifteen (15) days written notice prior to the commencement of any alterations, repairs or maintenance (in excess of \$10,000) in order to allow Landlord's posting of a notice of non-responsibility.

Any of Tenant's Property remaining on the Premises at the expiration of the Term, as well as (i) all changes and alterations made without Landlord's approval and (ii) all other changes and alterations made by Tenant (except for those which Landlord agreed need not be removed when Landlord's approval was given), shall be removed by Tenant at Tenant's cost and expense, and Tenant shall, at its cost and expense, repair any damage to the Premises or the Building caused by such removal. Any of the foregoing not removed from the Premises prior to the expiration of the Term shall, at Landlord's option, become the property of Landlord or Landlord may remove the same, and Tenant shall pay to Landlord, Landlord's cost of removal and of any repairs in connection therewith within thirty (30) days after the receipt of a bill therefor. Tenant's obligation to pay any such costs shall survive any termination of this Lease.

10. RIGHT OF FIRST OPTION TO PURCHASE. Tenant or a nonprofit organization formed for its support shall have the option to purchase the Property at any time during the Lease Term, but not before January 1, 2027, for the greater dollar amount of either (a) appraised value of the Property at the time the offer is made (which appraisal shall be conducted at the sole direction of the Landlord) minus Tenant's total Tenant Improvement costs or (b) one point one times (1.1x) the original purchase price of \$4,100,000, plus Landlord Improvements, plus Landlord operational losses minus Tenant's total Tenant Improvement costs. "Landlord Improvements" shall be defined as improvements Landlord makes to major building components pursuant to Section 11(A). Landlord operational losses shall be all Rent and other revenue received from Tenant (but excluding the Security Deposit) minus all costs Landlord has incurred directly attributable to the Property (including all acquisition costs and financing costs and costs of Homewise, Inc. overhead and personnel, but excluding Landlord Improvements and the purchase price already accounted for in the formula).

11. SERVICES AND MAINTENANCE.

A. Landlord Responsibilities. Landlord shall be responsible for replacement (but not maintenance or repair) of any major building components that are beyond their useful life or damaged beyond reasonable repair. For purposes of this section, major building components

include roofing, structural elements of the building, heating, air conditioning, and ventilation equipment, plumbing (but excluding fixtures), electrical (from the property line through any transformers, switchgear or other equipment up to any panel box), elevators and life safety systems. At all times during this Lease and any extensions, Landlord shall maintain the Premises to all applicable statewide adequacy standards at no additional cost to Tenant or the State of New Mexico pursuant to NMSA 1978, Section 22-8B-4.2(D)(2)(a) or any successor statutes.

- B. Tenant Responsibilities.** Except as expressly made a Landlord responsibility in Subsection A above, Tenant shall be responsible for the costs of all utility services to the Premises and for all other operating and maintenance costs of the Premises, including without limitation, janitorial services, maintenance of major building components and other portions of the Premises, landscaping, and insurance. Landlord leases the Premises in an “as is” condition on the Commencement Date and Tenant is responsible for supplying any furniture, fixtures, and equipment needed for its activities. Tenant shall be responsible for the interior maintenance and repair of the Premises, as well as landscaping and parking facilities. Tenant shall maintain a service contract with a contractor acceptable to Landlord for the heating and air condition equipment to provide for regular maintenance. Tenant shall keep the Premise in good order and repair, and in compliance with applicable laws. All repairs and replacements made by or on behalf of Tenant or any person claiming through or under Tenant shall be made and performed (a) at Tenant's cost and expense and at such time and in such manner as Landlord may designate, (b) by contractors or mechanics approved by Landlord, (c) so that same shall be at least equal in quality, value, and utility to the original work or installation, and (d) in accordance with any rules and regulations that may be established for the Building from time to time and in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the Premises. If Landlord gives Tenant notice of the necessity of any repairs or replacements required to be made by Tenant under Article 9 above and Tenant fails to commence diligently to effect the same within 10 days thereafter, Landlord may proceed to make such repairs or replacements and the expenses incurred by Landlord in connection therewith shall be due and payable from Tenant within 30 days following Landlord's demand as Additional Rent; provided that Landlord's making any such repairs or replacements shall not be deemed a waiver of Tenant's default in failing to make the same.
- C. Building Systems Condition.** Landlord to provide Tenant with written confirmation that all major building systems (HVAC, electrical, plumbing) are working properly upon commencement of the Lease.
- D. Signage.** Tenant shall have exclusive signage for the Premises, all signage expenses to be paid by Tenant and must meet applicable City of Albuquerque codes. No signage shall be installed or modified without the Landlord's prior written approval of such signage. Tenant shall repair any damage to the Building as a result of signage removal at the end of the lease term. Notwithstanding anything to contrary herein, the Lender shall have the right erect one or more signs on the Premises advertising its financing of the project.
- E. Damage caused by Tenant.** Notwithstanding anything herein to the contrary, Tenant shall be responsible for all maintenance, repairs, or replacements resulting from failure to perform maintenance, damage or misuse cause by Tenant, its students, employees, officers, agents, and contractors.

12. NO WARRANTY AS TO SERVICES. Landlord does not warrant that any of the utility services will be free from interruption. Interruption of service shall never be deemed an eviction or

disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord or Landlord's agents or employees liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease. Notwithstanding the provisions of this Section to the contrary, Landlord shall be liable for the gross negligence and intentional acts or omissions of Landlord, its employees, agents and representatives.

13. COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS. Tenant, at Tenant's cost and expense, shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities, and with all directions, pursuant to law, of all public officers, that shall impose any duty upon Landlord or Tenant with respect to the Premises or the use or occupancy thereof. Tenant shall not do anything, or permit anything to be done, in or about the Premises inconsistent with the uses provided in Section 6 and which shall (a) invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Building or any property located therein, or (b) result in a refusal by fire insurance companies of good standing to insure the Building or any such property in amounts reasonably satisfactory to Landlord, or (c) subject Landlord to any liability or responsibility for injury to any person or property by reason of any business operation being conducted in the Premises, or (d) cause any increase in the fire insurance rates applicable to the Building or property located therein at the beginning of the Term or at any time thereafter. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body that shall hereafter perform the function of such Association.

14. RISK ALLOCATION AND INSURANCE. The parties desire, to the extent permitted by law, to allocate certain risks of personal injury, bodily injury or property damage, and risks of loss of real or personal property by reason of fire, explosion or other casualty, and to provide for the responsibility for insuring those risks. It is the intent of the parties that, to the extent any event is insured for or required herein to be insured for, any loss, cost, damage or expense arising from such event, including, without limitation, the expense of defense against claims or suits, be covered by insurance, without regard to the fault of Tenant, its officers, employees or agents ("Tenant Protected Parties"), and without regard to the fault of Landlord, its affiliates, agents, their respective partners, shareholders, members, agents, directors, officers and employees ("Landlord Protected Parties"). As between Landlord Protected Parties and Tenant Protected Parties, such risks are allocated as follows:

- A.** Tenant shall bear the risk of bodily injury to, and death of (i) Tenant, Tenant's employees and Tenant's customers, contractors, agents and invitees and damage to the property of its employees, customers, contractors, agents and invitees occasioned by events occurring on or about the Premises and (ii) third parties occasioned by events occurring on or about the Premises regardless of the party at fault, except to the extent of the negligent or intentional acts or omissions of Landlord, its employees, agents and representatives to the extent the same are not covered by the insurance to be carried by Tenant pursuant to this Lease. Said risks shall be insured as provided in Subsection 15. A.
- B.** Landlord shall bear the risk of bodily injury to, and death of its employees and third parties, and damage to the property of its employees and third parties, unless caused by the negligence or acts of Tenant Protected Parties.
- C.** Tenant shall bear the risk of damage to Tenant's contents, improvements, trade fixtures, machinery, equipment, furniture and furnishings in the Premises arising out of loss by the events required to be insured against pursuant to Section 15. B.

15. INSURANCE AND PROPERTY TAXES. Tenant shall pay for all insurance required under this

Section 15 except to the extent of the cost attributable to liability insurance carried by Landlord. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Tenant to Landlord within ten (10) days following receipt of an invoice for any amount due.

A. Tenant Liability Insurance. Tenant shall obtain and keep in force during the term of this Lease a Commercial General Liability policy of insurance protecting Tenant and Landlord (as an additional insured) against claims for bodily injury, personal injury and property damage based upon, involving 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, and \$2,000,000 annual aggregate, such limits to apply per location. Tenant shall also obtain and keep in force during the term of this Lease an umbrella policy in the minimum amount of \$1,000,000. Tenant shall add Landlord as additional insured by means of an endorsement at least as broad as the Insurance Services Office ("ISO") endorsement, "Additional Insured-Managers or Lessors of Premises", and in all cases coverage shall be extended for pollution damage caused by heat, smoke or fumes from a hostile fire, and the policy shall require the insurance company to provide Landlord with thirty days written notice prior to any cancellation of the policy.. 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 Tenant's indemnity obligations under this Lease. The limits of said insurance required by this Lease or as carried by Tenant shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. Tenant shall provide endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Landlord.

B. Landlord Insurance.

(i) Building and Improvements. The Landlord shall obtain and keep in force during the term of this Lease a policy or policies in the name of Landlord. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by the holders of any mortgages, deeds of trust or ground leases on the Premises ("Lender(s)"), but in no event more than the commercially reasonable and available insurable value thereof if, by reason of the unique nature or age of the improvements involved, such latter amount is less than full replacement cost. Tenant Owned Alterations and Utility Installations shall be insured by Tenant under Section C. Such policy or policies shall at be at least as broad as ISO Special Form coverage insuring 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 any additional costs resulting from debris removal and an endorsement at least as broad as the ISO endorsement "Ordinance or Law" protecting against the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Premises required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered cause of 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 \$1,000 per occurrence, and Tenant shall be liable for such deductible amount in the event of an insured loss.

(ii) Rental Value. The Insuring Party shall, in addition, obtain and keep in force during the term of this Lease a policy or policies in the name of Landlord insuring the loss of the full

rental and other charges payable by Tenant to Landlord under this Lease for one (1) year (including all real estate taxes, insurance costs, and any scheduled rental increases). Said insurance shall provide that in the event the Lease is terminated by reason of an insured loss, the period of indemnity for such coverage shall be extended beyond the date of the completion of repairs or replacement of the Premises, to provide for one full year's loss of rental revenues from the date of any such loss. 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 rental income, property taxes, insurance premium costs and other expenses, if any, otherwise payable by Tenant, for the next twelve (12) month period. Tenant shall be liable for any deductible amount in the event of such loss.

(iii) Liability and coverage required by Lender. Landlord shall additional maintain commercial general liability and other coverages to the extent required by its Lender.

(iv) Tenant reimbursement of landlord insurance. Tenant shall reimburse Landlord for the cost of premiums for the insurance described in this Section 15(B). Landlord will pay the insurance directly and send a copy of the invoice to Tenant. Tenant shall reimburse Landlord for the cost of the premium within 30 days of Landlord delivering a copy of the invoice to Tenant.

- C. Tenant's Property Insurance.** Subject to the requirements of Section D. below, Tenant at its cost shall either by separate policy or, by endorsement to a policy already carried, maintain insurance coverage on all of Tenant's personal property, Tenant Owned Alterations and Utility Installations in, on, or about the Premises similar in coverage to that carried by the Insuring Party under Section B. 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 Tenant for the replacement of personal property or the restoration of Tenant Owned Alterations and Utility Installations. Tenant shall be the Insuring Party with respect to the insurance required by this Paragraph 15 and shall provide Landlord with written evidence that such insurance is in force.
- D. Forms of Insurance.** All of the aforesaid insurance shall be in companies with an A.M. Best rating of at least A and licensed to do business in the State of New Mexico. As to Tenant's insurance, the insurer and the form, substance and amount (where not stated above) shall be satisfactory from time to time to Landlord and any mortgagee of Landlord, and shall unconditionally provide that it is not subject to cancellation, material modification or non-renewal except after at least thirty (30) days prior written notice to Landlord and any mortgagee of Landlord. Originals of Tenant's insurance policies (or certificates thereof satisfactory to Landlord), together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Landlord at the Commencement Date and renewals thereof not less than thirty (30) days prior to the end of the term of such coverage.
- E. Property Taxes.** Tenant shall be responsible for payment of any property taxes owed with respect to the real property, any improvements to the real property, and any personal property associated with the Premises. Landlord shall receive and pay any real property tax bills for the Property and send a copy of the bill to Tenant. Tenant shall reimburse Landlord for the cost of any property taxes within 30 days of Landlord delivering a copy of the invoice to Tenant. Landlord shall cooperate with Tenant, at no cost to Landlord, in seeking any exemptions from property tax payments.

16. PROPERTY DAMAGE - MUTUAL WAIVER OF LIABILITY. Except for specific obligations to repair damage or destruction to the Premises as set forth in this Lease, Landlord and Tenant are hereby mutually released from any and all claims of any nature now or hereafter arising from or on

account of damage or destruction to the Premises or to any personal property of any of the foregoing contained therein or thereon, whether such damage or destruction is caused by, arises or results from fire, other perils or any other cause whatsoever. Landlord and Tenant each agree to look to their respective insurance carriers for protection against any such damage or destruction to any of their respective real or personal property and do hereby waive all rights of subrogation.

17. INDEMNITY.

- A.** Tenant shall indemnify, defend and hold harmless Landlord Protected Parties from and against any and all liability, claims, demands, causes of action, judgments, costs, expenses, and all losses and damages for bodily injury, death and property damage arising from any activity in or about the Premises during the Lease Term, and from all costs, attorneys' fees and disbursements, and liabilities incurred in the defense of any such claim (collectively, "Losses"), except to the extent that any such Losses are caused by the negligent or intentional acts of omissions of the Landlord Protected Parties. Upon notice from Landlord, Tenant shall defend any such claim, demand, cause of action or suit at Tenant's expense by counsel satisfactory to Landlord in its reasonable discretion. The provisions of this Subsection A shall survive the expiration or earlier termination of this Lease. This contractual indemnification obligation is personal to the Landlord Protected Parties and does not extend to any other person whether by subrogation or otherwise.
- B.** Landlord shall indemnify, defend and hold harmless Tenant Protected Parties from and against any and all liability, claims, demands, causes of action, judgments, costs, expenses, and all losses and damages for bodily injury, death and property damage arising from any activity in or about the Premises arising from the negligent or intentional acts or omissions of Landlord, its employees, agents and representatives, and from all costs, attorneys' fees and disbursements, and liabilities incurred in the defense of any such claim. Upon notice from Tenant, Landlord shall defend any such claim, demand, cause of action or suit at Landlord's expense by counsel satisfactory to Tenant in its reasonable discretion. The provisions of this subsection B shall survive the expiration or earlier termination of this Lease. This contractual indemnification obligation is personal to the Tenant Protected Parties and does not extend to any other person whether by subrogation or otherwise.
- C.** The indemnities set forth in this Section 17 or elsewhere in this Lease are conditioned upon indemnitee: (i) first notifying the indemnitor of the claim, expense or other matter for which indemnity is sought, provided that delay in notification shall release the indemnitor only to the extent of actual prejudice resulting from the delay; (ii) fully tendering to the indemnitor the defense of such claim; and (iii) otherwise fully complying with all of the terms set forth in this Section 17.

With respect to the indemnity obligations undertaken by Landlord and Tenant in this Lease, the indemnitor shall at its cost defend or cause to be defended any claim against the indemnitee alleging such acts or omissions and seeking damages which are payable under the terms of this Lease, even if any of the allegations of such claims are groundless, false or fraudulent; but the indemnitor may make or cause to be made such investigation and such settlement of any claim as the indemnitor or its insurers shall deem expedient. Unless the indemnitor shall decline to so defend, the indemnitee shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expense in connection with any claim for which indemnity may be sought hereunder. The indemnitee shall cooperate with the indemnitor or its insurer and, upon the request of the indemnitor, assist in making settlements in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization (other than

an employee of the indemnitee) who may be liable to the indemnitee because of acts or omissions with respect to which indemnity is afforded under this Lease. The indemnitee shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

- D.** To the extent of any payment made hereunder the indemnitor or, if applicable, its insurer, shall be subrogated to all of the indemnitee's rights of recovery therefor, against any person or organization (other than an employee of the indemnitee) and the indemnitee shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The indemnitee shall do nothing after loss to prejudice such rights.
- E.** Upon the indemnitee becoming aware of any act or omission which might reasonably be expected to be the basis of a claim covered hereby, written notice shall be given by the indemnitee or on its behalf to the indemnitor as soon as practicable, together with the fullest information obtainable. If claim or demand is made or suit is brought against the indemnitee, the indemnitee shall immediately forward to the indemnitor every demand, notice, summons or other process received by the indemnitee or its representative.
- F.** To the extent, if at all, NMSA 1978 § 56-7-1 is applicable to this Agreement, any agreement to indemnify shall not extend to or be construed to require the other party to defend, indemnify and hold harmless the other Protected Parties from and against liability, claims, damages, losses or expenses, including attorneys' fees, arising out of bodily injury or damage to persons or property caused by, resulting from, or arising out of the negligence, error, omission, or willful misconduct of such Protected Parties.

18. FIRE OR OTHER CASUALTIES. If the Premises are substantially damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after such damage or destruction. If a portion of the Premises is damaged by fire or other casualty, and Landlord elects not to terminate this Lease, the insurance proceeds shall be used to restore the Premises, exclusive of any alterations or other changes made to the Premises at any time by or at the direction or request of Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible. In the event Landlord so elects to restore the Premises, Base Rent shall abate in whole or part during such period of time as the Premises are unusable in a reasonable manner based on Tenant's ability to utilize the remaining portion of the Premises. If the substantial destruction to the Premises cannot be substantially restored within one hundred eighty (180) days from the time of such damage or destruction or during the last twelve (12) months of the current lease term, then the Tenant or Landlord shall have the right to terminate this Lease. The Landlord shall not be responsible to the Tenant for damages to or destruction of any furniture, equipment, alterations or other changes made or installed in, on or about the Premises regardless of the cause or the damage or destruction unless caused by the gross negligence or intentional misconduct of Landlord, its employees, agents and representatives.

19. EMINENT DOMAIN. If the entire Premises or substantially all of the Premises is permanently taken by eminent domain, this Lease shall automatically terminate as of the date of such taking. If any substantial portion of the Premises is taken by eminent domain, Landlord shall also have the right to terminate this Lease by giving written notice thereof to Tenant within ninety (90) days after the date of taking. If only a portion of the Premises is taken by eminent domain and Landlord elects not to terminate this Lease, Landlord shall, at its expense, restore the Premises, exclusive of any improvements or other changes made to the Premises by Tenant, to as near the condition which existed immediately prior to the date of taking as reasonably possible. Rent shall abate in whole or

part during such period of time as the Premises are unusable in a reasonable manner based on Tenant's ability to utilize the remaining portion of the Premises and upon completion of restoration necessary adjustments shall be made in the Base Rent, or other costs to reflect a reduction in the size of the Premises. Tenant shall have the right to terminate this Lease within ninety (90) days after the date of taking by giving written notice thereof to Landlord, if the taking involves results in Tenant not being able to reasonably utilize the remaining Premises for a charter school. Tenant shall have no right to any of the award or payment made in connection with such taking provided, however, that Tenant shall be entitled to recover any separate amount for Tenant fixtures and/or relocation costs provided under appropriate statutes, ordinances or regulations.

20. WASTE. Tenant shall use due care in the use of heat, water and electricity and the use of the Premises generally, and without qualifying the foregoing, shall not neglect or misuse plumbing fixtures, electric lights and heating.

21. RUBBISH AND DEBRIS. No rubbish, trash, dirt, debris or objects of any kind shall be put outside the Building except within designated dumpsters or other appropriate containers. Tenant shall cause Tenant's employees, agents and invitees to comply with this Section and other applicable portions of this Lease.

22. HAZARDOUS SUBSTANCES.

A. Tenant does not and shall not use or permit the use of the Premises for any purpose relating to the storage and use of Hazardous Materials other than in compliance with all applicable environmental laws, rules and regulations. Tenant shall not, in any event, generate, manufacture, produce, release, discharge or dispose of on, in or under the Premises or the Building, or transport to or from the Premises, any Hazardous Materials, or allow any other person or entity to do so, other than in compliance with all applicable environmental laws, rules and regulations. Landlord represents and warrants that to its knowledge there are no hazardous materials in or about the Premises or the Building as of the Commencement Date, other than in compliance with all applicable environmental laws, rules and regulations.

B. Tenant shall comply with all local, state or federal laws, ordinances or regulations relating to Hazardous Materials and above ground and underground storage tanks on, in, under or about the Premises occurring for the first time after the Commencement Date.

C. Tenant shall promptly notify Landlord should Tenant receive notice of or otherwise become aware of any (i) pending or threatened environmental regulatory action against Tenant, the Premises or the Building; (ii) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material; or (iii) release or discharge or threatened release or discharge of any Hazardous Material in, on, under or about the Premises or the Building other than in compliance with all applicable environmental laws, rules and regulations..

D. Tenant shall promptly deliver copies of any documents relating to any governmental proceeding relating to Hazardous Materials and all engineering reports, test reports and laboratory analysis concerning the Hazardous Materials to Landlord.

E. Tenant shall promptly and thoroughly investigate suspected Hazardous Materials contamination of the Premises or the Building or the ground water of the Building, resulting from Tenant's use of the Premises.

- F.** Landlord shall have the right, at Tenant's expense, to require an annual audit of Tenant's operation on the Premises to ensure compliance with environmental laws and regulations and this Section 23, if Tenant is found to be in violation of applicable environmental laws or regulations. Upon receipt of written notice from Landlord, Tenant shall promptly correct any violations and/or deficiencies cited in the audit.
- G.** If an Event of Default occurs, Landlord, at Tenant's expense, shall have the right to cause to be conducted an investigation of the Premises for Hazardous Materials and Tenant shall forthwith remove, repair, clean up or detoxify any Hazardous Materials from the Premises, the Building, or ground water resulting from Tenant's use that is not in compliance with all applicable environmental laws, rules and regulations, or that presents an unreasonable risk to human health and safety.
- H.** Tenant shall permit Landlord or its agents to inspect the Premises at any reasonable times and agree to fully cooperate with Landlord in determining compliance with this Section 23.
- I.** Tenant shall protect, indemnify and hold harmless Landlord, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) arising directly or indirectly out of Tenant's failure to comply with this Section 23, including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, clean up, or detoxification of the Premises or the Building and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive termination or cancellation of this Lease for any reason.
- J.** Landlord shall protect, indemnify and hold harmless Tenant, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) from Hazardous Materials existing prior to the Commencement Date for the Premises and arising directly or indirectly out of Landlord's actions or inactions, including the employees, agents and representatives of Landlord, attributable to Landlord's failure to comply with this Section 23, including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, clean up, or detoxification of the Premises or the Building and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive termination or cancellation of this Lease for any reason.
- K.** "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or "pollutants" under any applicable federal or state laws or regulations.

23. LIENS. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant or any person or entity claiming through or under Tenant, and shall, within thirty (30) days of notice thereof remove all such liens; provided, however, that if Tenant shall first notify Landlord of the intention of Tenant to do so, Tenant may, at the expense and in the name of Tenant, in good faith contest any such lien and, in the event of any such contest, may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless Landlord shall notify the Tenant that, in the opinion of independent counsel, whose reasonable fees shall be paid by Tenant, by nonpayment of any such lien the Premises or any portion thereof will be subject to loss or forfeiture, or Landlord will be subject to liability, in

which event such lien shall be paid promptly or secured by posting a bond with Landlord in form satisfactory to Landlord (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such lien. Subject to the preceding sentence, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be considered Additional Rent and shall be payable to it by Tenant to Landlord within 30 days following Landlord's demand. Any such action by Landlord shall not in any event be deemed a waiver of Tenant's default with respect thereto. Landlord shall have the right at all appropriate times to post and keep posted on the Premises any notices permitted or required by law, or that Landlord shall deem proper, for the protection of Landlord, the Premises, the Building, and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenant shall give to Landlord at least ten (10) business days' prior notice of commencement of any construction on the Premises.

- 24. LANDLORD'S RIGHT TO ENTER PREMISES.** Landlord, or its authorized agents or attorneys, may at any reasonable time upon prior notice, except in the event of an emergency (and without interfering with Tenant's use of the Premises) enter the Premises to inspect, make repairs and improvements and/or changes in the Premises, including the Building, as Landlord may deem proper. Landlord's reserved rights hereunder shall include, without limitation, free unhampered and unobstructed access to Building airways, equipment ducts, under floor heater ducts, stairways, access panels and all cleaning and utility services. There shall be no diminution of rent or injury to business caused by Landlord's exercise of the rights reserved by Landlord in this Section.
- 25. LEASE TO BE SUBORDINATE.** This Lease is subject and subordinate to all mortgages, deeds of trust, and restrictions which may now or hereafter affect the Property and to all renewals and extensions thereof. For confirmation of such subordination, Tenant shall execute promptly any subordination agreement requested by Landlord. Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent to execute any such subordination agreement or agreements for or on behalf of Tenant. Such subordination is subject to Tenant enjoying the quiet possession of the Premises if any mortgagee or deed of trust grantee becomes landlord hereunder provided that Tenant is not then in default hereunder or does not default in the future. Tenant agrees to attorn to any mortgagee or deed of trust grantee or other purchaser at foreclosure or in lieu of foreclosure. Tenant agrees to promptly execute the Subordination, Non-Disturbance and Attornment Agreement ("SNDA") attached hereto as Exhibit A upon execution of this Lease, and to execute similar agreements from time to time as reasonably requested by Landlord.
- 26. BROKERAGE.** Tenant and Landlord respectively represent and warrant to the other that no brokers were retained, used or referred to with respect to this Lease and/or leasing, and no other claims for commissions or fees are valid or warranted with respect to our connection with this Lease and that each shall defend, indemnify and hold the other harmless from any and all costs, claims or causes of action for such commissions or fees resulting from its own acts.
- 27. ESTOPPEL CERTIFICATE.** Tenant agrees that at any time and from time to time upon not less than five (5) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing.
- A.** Certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications.

- B. Stating the dates to which the rent and other charges hereunder have been paid by Tenant.
- C. Stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenants, agreements or conditions contained in this Lease and if so, specifying each such default of which Tenant may have knowledge.
- D. Responding to such other matters as Landlord reasonably requests. Any such statement delivered pursuant hereto may be relied upon by any owner or prospective purchaser of the Property, any prospective mortgagee of the Property or Landlord's interest therein or any prospective assignee of any such mortgagee.

28. TENANT TO SURRENDER PREMISES IN GOOD CONDITION. Upon the expiration or termination of the Lease Term, Tenant shall at its expense:

- A. remove Tenant's goods and effects and those of all persons claiming through Tenant; and
- B. quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same were on the date the Lease Term commenced or were thereafter in place by Landlord, reasonable wear and tear excepted; and
- C. any property left in the Premises after the expiration or termination of the Lease Term shall be deemed to have been abandoned and shall be deemed the property of Landlord to be disposed of as Landlord sees fit.

29. YIELDING POSSESSION AT END OF TERM: HOLDING OVER. Tenant shall peaceably surrender and yield possession of the Premises to Landlord at the end of the Lease Term or earlier termination of the Tenant's right to occupy the Premises. Upon expiration or termination of the Lease Term, Tenant shall surrender to Landlord all keys to the Premises.

After having obtained Landlord's prior express written consent to do so (which consent shall be in the discretion of Landlord), if Tenant holds possession of all or any part of the Premises after the expiration or termination of this Lease, Tenant will be a Tenant from month to month effective as of the date of such expiration or termination. Tenant will be bound by and obligated to abide by all of the provisions of this Agreement, subject to any conditions imposed by Landlord in consideration of having given its consent.

If Tenant remains in possession of all or any portion of the Premises after the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises without the requisite consent of Landlord, at Landlord's election, Landlord may take any action it deems appropriate to remove Tenant and its possessions from the Premises, and for so long as Landlord does not take such action Tenant will be a tenant at sufferance, subject to all the conditions, provisions and obligations of a Tenant under this Agreement, except that Rent shall be one hundred fifty percent (150%) of the Base Rent in effect for the Lease Year immediately prior to the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises, pro rated on a daily basis until Landlord regains possession of the Premises in the condition provided for in this Agreement. No holding over, even with the consent of the Landlord and payment of Rent, will extend the Lease Term. In addition to the Rent, Tenant will pay Landlord all damages incurred or suffered by Landlord arising from any delay in surrendering the Premises to Landlord in the condition provided for in this Agreement, including but not limited to those incurred as a result of Landlord being unable to provide possession of the Premises to a new Tenant of the Premises as provided in a separate lease agreement.

Acceptance by Landlord of Rent after the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises shall not result in a renewal or reinstatement of the Lease Term.

The foregoing provisions of this Section are in addition to and do not limit Landlord's right of re-entry or any other rights of Landlord stated elsewhere in this Agreement or provided by law.

30. DEFAULT. The occurrence of any of the following events shall constitute a default by Tenant under this Lease:

- A.** if Tenant shall fail to pay any amounts to be paid by it hereunder, including but not limited to Base Rent, Additional Rent and late charges and such default shall continue for a period of three (3) days after Landlord has given Tenant written notice of such failure to pay; or
- B.** if Tenant fails to perform or observe any of Tenant's other obligations, covenants or agreements herein or hereunder, and such failure shall continue for a period of twenty (20) days after Landlord has given Tenant written notice thereof, provided however, if the default cannot be reasonably cured within twenty (20) days, Tenant shall have such additional time as is reasonably necessary to cure said default, provided Tenant acts diligently towards curing the default; or
- C.** if Tenant makes a general assignment for the benefits of creditors, or, subject to the rights of a Trustee in Bankruptcy files, or has filed against it (and Tenant does not have the petition dismissed within sixty (60) days), a petition in bankruptcy under the Bankruptcy Code or under any other applicable law of the United States of America or any state thereof, consents to the appointment of a trustee or receiver for Tenant or for its property, or if Tenant takes any action for the purpose of effecting or consenting to any of the foregoing; or
- D.** if Tenant fails to maintain or renew its charter school status or otherwise fails to complete all necessary steps to maintain its charter school status.

Upon the occurrence of any of the foregoing defaults, Landlord may, but with no obligation to do so, immediately re-enter the Premises and remove all persons and property therefrom. Landlord shall have the right to keep this Lease in full force and effect, or, at its option, terminate this Lease as to all future rights of Tenant. Tenant hereby expressly waives the service of any notice in writing of Landlord's intent to re-enter the Premises. Tenant shall be liable to Landlord against all loss of rents and other damages which it may incur by reason of such default, including all attorney's fees and expenses incurred in enforcing any of the terms of this Lease. In the event of Tenant's default and Landlord's re-entry, whether this Lease is terminated by Landlord, Tenant shall pay Landlord, as additional damage, interest at the rate of twelve percent (12%) per annum on (i) all unpaid Rent and late charges accrued from date of default until paid and (ii) all of Landlord's other reasonable expenses, including attorneys' fees, from the date incurred until paid. If Tenant defaults before expiration or termination of the term of this Lease, and Landlord elects to terminate this Lease, Landlord may accelerate Tenant's financial obligation hereunder; upon such acceleration, the entire Rent and additional other costs as reasonably determined by the Landlord due for the balance of the term hereof shall be immediately due and payable discounted to present value using a six percent (6%) discount rate. In the event Landlord re-enters the Premises as set forth herein, and, whether it elects to keep this Lease in effect or terminate it, Landlord may re-let the Premises for such rent and upon such terms as are not unreasonable under the circumstances. In such event, Tenant also shall be liable for all costs, expenses and damages incurred or sustained by Landlord in re-letting the Premises including, without limitation, deficiency in rent, attorney's fees, expenses for repairing damage done

by Tenant, tenant allowances, improvements made by Landlord and brokerage fees. Landlord shall have the right to commence one or more actions to enforce the terms hereof and the commencement and prosecution of one action shall not be deemed a waiver or an estoppel from commencing one or more actions from time to time in the future. Provisions contained in this section shall be in addition to and shall not prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired Lease Term. All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

- 31. RIGHT TO CURE DEFAULTS.** If Tenant defaults in the observance or performance of any of Tenant's covenants, agreements or obligations hereunder wherein the default can be cured by the expenditure of money, Landlord may, but without obligation, and without limiting any other remedies which it may have by reason of such default, cure the default, charge the reasonable cost thereof to Tenant and Tenant shall pay the same forthwith upon demand. If Landlord is required to commence a legal action to recover such sums from the Tenant, Landlord shall also have the right to recover all interest costs and attorney's fees in connection with such litigation. All past due amounts in the event of tenant default shall incur interest at a rate of twelve percent per annum, including but not limited to Base Rent, Additional Rent, and Landlord's costs in curing defaults.
- 32. USE OF THE TERMS "LANDLORD" AND "TENANT".** The terms "Landlord" and "Tenant" wherever used in this Lease, shall be construed to mean plural in all cases where there is more than one Landlord or Tenant and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. In addition, where relevant in this Lease and especially in connection with the provisions of this Lease relating to personal injury, limitation of liability, indemnification, property damage and insurance, "Landlord" shall mean Landlord, its respective employees, agents, invitees, licensees, customers, clients, partners and shareholders and "Tenant" shall mean its employees, agents, business invitees, licensees, students, customers and clients, family members, guests, trespassers, partners and shareholders.
- 33. LANDLORD'S CONSENT.** Where Landlord's consent is required herein, it shall not be unreasonably withheld, or delayed.
- 34. CONTINUANCE OF AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.
- 35. SEVERABILITY.** The provisions of this Lease are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.
- 36. WAIVER OF COVENANTS.** Failure of Landlord to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach in any of the terms, covenants and conditions of this Lease to be kept or performed by Tenant shall not be deemed a waiver of such breach, and Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord.
- 37. NOTICES.** Any notice or demand which, under the terms of this Lease or under any statute must or

may be given or made by the parties hereto, shall be in writing, and may be given or made by personal delivery, by recognized overnight courier service or by mailing the same by registered or certified mail, addressed to the other party at the address mentioned below. Either party, however, may designate in writing such new or other address to which such notice or demand shall hereafter be so given, made or mailed. Any notice given hereunder by mail shall be addressed as follows, and shall be deemed delivered upon personal delivery, the next day if mailed by overnight service, or three days after other mailing:

Landlord: VOZ EXCELLENCE IN EDUCATION, LLC
500 2nd St. SW
Albuquerque, New Mexico 87102
Attn: Jen Mulliniks

W/ copy to: Rodey, Dickason, Sloan, Akin & Robb, P.A.
201 Third Street NW, Suite 2200
Albuquerque, New Mexico 87102
Attn: Jenica Jacobi, Esq.

Tenant: Voz Collegiate Preparatory Charter School
2000 Randolph Rd.
Albuquerque, NM 87106
Attn: Isaac Rivas-Savell, CEO

W/ copy to: DMH Law LLC
1185 Laurel Loop NE
Albuquerque, New Mexico 87122
Attn: Daniel Hill, Esq.

All rent (Base Rent and Additional Rent) payments shall be submitted as follows: By check or money order, to Landlord, Attn: Jen Mulliniks, 500 2nd St. SW, Albuquerque, New Mexico 87102, unless otherwise agreed by Landlord.

38. AMENDMENTS. This Lease may be amended only by a writing executed by both parties hereto.

39. MISCELLANEOUS. This Lease shall be construed according to the laws of the State of New Mexico, without regard to rules of conflicts of laws. The captions in this Lease are for convenience only and are not part of this Lease.

40. REPRESENTATIONS. This Lease constitutes the final agreement of the parties hereto and supersedes all negotiations, representations or agreements, whether written or oral, made prior to the execution hereof. Landlord makes no representations or warranties regarding the Premises or of Landlord's or Tenant's rights, obligations, or duties with respect thereto other than those expressly set forth in this Lease. By execution of this Lease, Tenant acknowledges that no representations or warranties have been made by Landlord (or Landlord's agents, representatives, or employees, or by anyone acting on behalf of Landlord or under contract with Landlord) upon which Tenant has relied in executing this Lease other than such representations or warranties that are expressly set forth herein.

41. TIME. It is understood and agreed between the parties hereto that time is of the essence in all of the terms and provisions of this Lease.

42. FORCE MAJEURE. If Landlord or Tenant cannot perform any of their respective obligations under the terms of this Lease due to event(s) beyond their control, the time provided for performance of such obligations shall be extended by a period of time equal to the duration of such event(s). If either party to the Lease desires to invoke the provisions of this Section, it shall provide written notice to the other party of the reasons for the delay and the invoking party shall use best reasonable efforts to mitigate the effects of such occurrence. Event(s) beyond Landlord's or Tenant's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood, or other casualty, shortages of labor and materials, government regulation (other than regulations enacted or invoked by Tenant's individual actions or omissions) or restriction and weather conditions, but shall in no event include defaults due to Landlord's or Tenant's failure to meet their respective monetary obligations hereunder.

43. LIMITATION OF REMEDIES. Notwithstanding anything to the contrary in this Lease, Landlord shall not have, and Landlord specifically waives, any remedies or claims whatsoever against the Tenant, and against the directors and officers of Tenant and the Tenant, in their individual capacities.

44. OTHER LENDER REQUIREMENTS. Tenant agrees to cooperate with the requirements of Landlord's Lender, including, but not limited to:

- A. Tenant shall execute and deliver to Landlord upon lease execution the Incumbency Certificate attached hereto as Exhibit B, including the executed resolution(s) and other exhibits;
- B. Tenant represents and warrants that it is a nonprofit corporation, duly organized, validly existing and in good standing under the laws of the State of New Mexico and with NMPEC at all times during the Loan term.
- C. Tenant represents and warrants that it has full power and authority, under its organizational documents or otherwise, to execute, deliver and perform under the Lease and SNDA; Tenant's organizational documents are valid and binding as of the date hereof. Tenant has delivered to Landlord and Lender true, correct and complete copy of its organizational documents and any amendments thereto pursuant to the deliveries in subsection G below.
- D. Tenant shall maintain a fixed charge coverage ratio (EBITDA plus lease and rental expense, divided by interest plus lease and rental expense plus the prior year's current maturity of long-term indebtedness) of 1.15x, as measured annually on its audited financials. EBITDA is earnings before interest, taxes, depreciation and amortization.
- E. Tenant shall maintain an aggregate liquidity of at least \$95,700 for FY 2024, \$315,700 for FY 2025, \$333,753 for FY 2026, \$351,806 for FY 2027, and \$369,859 for FY 2028.
- F. Tenant shall not incur additional debt without the prior written consent of Lender.
- G. Tenant shall deliver to Landlord and Lender upon lease execution:
 - i. Certified copies of Tenant's Articles of Incorporation, together with all amendments thereto
 - ii. Tenant's Bylaws, together with all amendments thereto, certified by its director, as in effect when the resolution attached hereto as an exhibit to Exhibit B is approved;
 - iii. Tenant's Charter Contract with its authorizing agency;
 - iv. A current Certificate of Good Standing from the Secretary of State; and


- v. A listing of names, phone numbers and mailing addresses of the members of Tenant's Board of Directors.
- H.** Tenant shall deliver the following reports to Lender on an ongoing basis, with copies to Landlord:
- i. Within forty-five (45) days after the end of each calendar quarter, Tenant shall provide true and complete copies of each of its statements of operations and fund balance, non-Governmental Accounting Standards Board (GASB) statements and balance sheets for such quarter to Lender, together with a certification executed on behalf of Tenant by its chief executive officer or business manager, certifying that (i) such financial statements, documents and information are true, correct and complete and do not omit or fail to state any material fact or information without which the same might reasonably be misleading; (ii) the representations and warranties set forth in the Loan Documents are and continue to be true and correct all material respects; and (iii) no Event of Default exists under any Loan Document, which certification shall be in the form set forth as Exhibit C.
 - ii. Within forty-five (45) days of the close of each of its fiscal years, Tenant shall provide to Lender internally prepared annual financial statements. Such financial statements shall be certified in accordance with the requirements of subsection (i) above. Such financial statements may not yet include any year-end adjustments that may come out of the annual independent audit.
 - iii. Within one hundred twenty (120) days of the close of Tenant's fiscal year or within thirty (30) days of the release by the New Mexico State Auditor of Tenant's annual audit (or the audit of its authorizing agency, if Tenant is a component of such audit), whichever date is later, Tenant shall provide to Lender Tenant's audited annual financial statements, which financial statements shall have been audited by a certified public accountant ("CPA") and certified to Lender by such CPA that such statement presents fairly in all material respects the financial position of Tenant. Such audited financial statements shall be certified in accordance with the requirements of subsection (i) above.
 - iv. Within forty-five (45) days of the close of Tenant's fiscal year, Tenant shall provide Lender with quarterly enrollment, including: Free & Reduced-Price Lunch ("FRPL"), English Language Learners ("ELLS"), Special Education ("SPED"), and ethnicity.
 - v. Not later than sixty (60) days after the close of Tenant's fiscal year, Tenant shall provide Lender with a listing of its then-current board of director members and executive level and management staff.
 - vi. Sixty (60) days prior to the close of Tenant's fiscal year or as it is approved by Tenant's board of directors, Tenant shall provide Lender with the first occurrence of a board-approved operating and capital expenditure budget.
 - vii. Within sixty (60) days of its submission or receipt, as appropriate, Tenant shall provide Lender with annual reports and any other reports submitted to or from its authorizing agency.

IN WITNESS WHEREOF, Landlord and Tenant respectfully have duly signed and sealed these presents the day and year first above written.

LANDLORD

VOZ EXCELLENCE IN EDUCATION, LLC.
a New Mexico limited liability company

Date: 11/17/2023

By:  _____
Daniel Slavin, CFO

TENANT

**VOZ COLLEGIATE PREPARATORY CHARTER
SCHOOL, a New Mexico nonprofit corporation**

Date: _____

By: _____
Isaac Rivas-Savell
CEO

IN WITNESS WHEREOF, Landlord and Tenant respectfully have duly signed and sealed these presents the day and year first above written.

LANDLORD

VOZ EXCELLENCE IN EDUCATION, LLC.
a New Mexico limited liability company

Date: _____

By: _____
Daniel Slavin, CFO

TENANT

Voz Collegiate Preparatory Charter School a local charter school

Date: _

Isaac Rivas-Savell, CEO

Exhibit A

Recording Requested By,
And After Recording, Return To:
Raza Development Fund, Inc.
410 E. Southern Avenue
Phoenix, Arizona 85040
Attn: Portfolio Manager

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this “**Agreement**”) is entered into as of November ___, 2023 (the “**Effective Date**”) by and between Raza Development Fund, Inc., an Arizona nonprofit corporation (together with its successors and assigns, the “**Lender**”), with an address of 410 E. Southern Avenue, Phoenix, Arizona 85040, and Voz Collegiate Preparatory Charter School, a New Mexico nonprofit corporation (the “**Tenant**”), with an address of 1910 Moneda Dr. NW, Albuquerque, NM 87120, with reference to the following facts:

A. Voz Excellence in Education, LLC, a New Mexico limited liability company (the “**Landlord**”) owns or will own fee simple title to the real property described in Exhibit “A” attached hereto (the “**Property**”).

B. Lender has made or intends to make a loan to Landlord (the “**Loan**”).

C. To secure the Loan, Landlord has or will encumber the Property by executing deeds of trust in favor of Lender (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the “**Deeds of Trust**”) to be recorded in the Recorder’s Office in and for the County of Bernalillo, State of New Mexico.

D. Pursuant to that certain Lease dated on or around the date hereof (as may have been amended prior to the Effective Date, the “**Lease**”), Landlord has demised to Tenant all or a portion of the Property (the “**Leased Premises**”).

E. Tenant and Lender desire to agree upon the relative priorities of their interests in the Property and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Lender agree:

ARTICLE I

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement.

a. Aggregate Liquidity. “**Aggregate Liquidity**” shall be defined as the aggregate, without duplication, of Tenant’s unpledged and unrestricted cash and cash equivalents, plus committed but unfunded capital commitments from investors not in default, less amounts outstanding under any line(s) of credit secured by such investor commitments, as of any date of determination.

b. Fixed Charge Coverage Ratio or FCCR. “**Fixed Charge Coverage Ratio**” or “**FCCR**”, as measured annually on audited financials, means EBITDA plus lease and rental expense, divided by interest plus lease and rental expense plus the prior year’s current maturity of long-term indebtedness.

c. Foreclosure Event. “**Foreclosure Event**” means: (i) foreclosure under the Deeds of Trust; (ii) any other exercise by Lender of rights and remedies (whether under the Deeds of Trust or under applicable law, including bankruptcy law) as holder of the Loan and/or the Deeds of Trust, as a result of which a Lender becomes owner of the Property; or (iii) delivery by Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Landlord’s interest in the Property in lieu of any of the foregoing.

d. Former Landlord. “**Former Landlord**” means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

e. Loan Documents. “**Loan Documents**” means contracts, documents and instruments entered into or delivered to Lender in connection with the Loan.

f. Offset Right. “**Offset Right**” means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant’s payment of Rent or performance of Tenant’s other obligations under the Lease, arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

g. Rent. “**Rent**” means any fixed rent, base rent or additional rent under the Lease.

h. Successor Landlord. “**Successor Landlord**” means any party that becomes owner of the Property as the result of a Foreclosure Event.

i. Termination Right. “**Termination Right**” means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

j. Other Capitalized Terms. If any capitalized term is used in this Agreement and no separate definition is contained in this Agreement, then such term shall have the same respective definition as set forth in the Lease.

ARTICLE II

2. Subordination of Lease. Notwithstanding anything in the Lease to the contrary, but expressly subject to Section 3 hereof, Tenant hereby acknowledges and agrees that the Lease and all of Tenant's rights in the Leased Premises and/or the Property are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's lien under the Deeds of Trust, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby together with interest thereon. Tenant intentionally and unconditionally waives, relinquishes and subordinates the priority and superiority of the Lease and Tenant's right and interest to the Leased Premises and the Property thereunder to the lien or charge of the Deeds of Trust, and any and all extensions, renewals, modifications or replacements thereof. Tenant will not cause the Lease to be subordinated to any interest other than those held by or made for the benefit of Lender, other than Senior Lender, as defined in the Loan Documents, without the prior written consent of Lender.

ARTICLE III

3. Nondisturbance, Recognition and Attornment.

a. No Exercise of Deed of Trust Remedies Against Tenant. So long as the Tenant is not in default under this Agreement or under the Lease beyond any applicable grace or cure periods (an "**Event of Default**"), Lender (i) shall not terminate or disturb Tenant's possession of the Leased Premises under the Lease, except in accordance with the terms of the Lease and this Agreement and (ii) shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Deeds of Trust unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

b. Recognition and Attornment. Upon Successor Landlord taking title to the Property (i) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (ii) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (iii) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant. Tenant hereby acknowledges that pursuant to the Deeds of Trust and the assignment of rents and leases therein, Landlord has granted to the Lender an absolute, present assignment of the Lease and Rents which provides that Tenant continues making payments of Rents and other amounts owed by Tenant under the Lease to the Landlord and to recognize the rights of Landlord under the Lease until notified otherwise in writing by the Lender. After receipt of such notice from Lender, the Tenant shall thereafter make all such payments directly to the Lender or as the Lender may otherwise direct, without any further inquiry on the part of the Tenant. Landlord

consents to the foregoing and waives any right, claim or demand which Landlord may have against Tenant by reason of such payments to Lender or as Lender directs.

c. Further Documentation. The provisions of this Article 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article 3 in writing upon request by either of them within ten (10) days of such request.

ARTICLE IV

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Deeds of Trust, Successor Landlord shall not be liable for or bound by any of the following matters:

a. Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. The foregoing shall not limit either (i) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment or (ii) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's obligations as landlord under the Lease.

b. Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

c. Payment; Security Deposit; Work. Any obligation: (i) to pay Tenant any sum(s) that any Former Landlord owed to Tenant; (ii) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Lender; (iii) to commence or complete any initial construction of improvements in the Leased Premises or any expansion or rehabilitation of existing improvements thereon; (iv) to reconstruct or repair improvements following a fire, casualty or condemnation; or (v) arising from representations and warranties related to Former Landlord.

d. Modification, Amendment or Waiver. Any modification or amendment of the Lease, or any waiver of the terms of the Lease, made without Lender's written consent.

e. Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

f. Subsequent Transfer. If Lender or any transferee thereof, by succeeding to Landlord's interest under the Lease, becomes obligated to perform the covenants of a lessor

thereunder, then, upon any further transfer by Lender or such transferee of its interest as a lessor under the Lease, all of such obligations shall terminate as to Lender or such transferee.

g. Construction Obligation. Neither Lender nor any such transferee shall be liable for any construction obligation of any prior lessor under the Lease, including Landlord.

h. Representations and Warranties. Neither Lender nor any such transferee shall be liable for any representation or warranty of any prior lessor, including Landlord.

i. Use of Proceeds. Lender, in making any advances of the Loan pursuant to any of the Loan Documents, shall be under no obligation or duty to, nor has Lender represented to Tenant that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such advances, and any application or use of such proceeds for purposes other than those provided for in any Loan Document shall not defeat Tenant's agreement to subordinate the Lease in whole or in part as set forth in this Agreement.

ARTICLE V

5. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Property from time to time, including insurance and condemnation proceeds, security deposits, escrows, Successor Landlord's interest in the Lease, and the proceeds from any sale, lease or other disposition of the Property (or any portion thereof) by Successor Landlord (collectively, the "**Successor Landlord's Interest**"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

ARTICLE VI

6. Lender's Right to Cure. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Offset Right or Termination Right:

a. Notice to Lender. Tenant shall provide Lender with notice of the breach or default by Landlord giving rise to same (the "**Default Notice**") and, thereafter, the opportunity to cure such breach or default as provided for below.

b. Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of time equal to thirty (30) days plus the number of days provided to Landlord under the Lease in which to cure the breach or default by Landlord during which time Lender may (but is under no obligation to) cure the default(s) described in the Default Notice, which time period will begin on the business day after Lender receives the applicable Default Notice.

Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees or undertakes otherwise in writing. In addition, as to any breach or default by Landlord the cure of which requires possession and control of the Property, provided that Lender undertakes by written notice to Tenant to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time as Lender may reasonably require to either: (i) obtain possession and control of the Property with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (ii) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

ARTICLE VII

7. Tenant's Representations, Warranties and Covenants.

a. Tenant's Representation's and Warrants. Tenant is a nonprofit corporation, duly organized, validly existing and in good standing under the laws of the State of New Mexico and with its authorizing agency for charter school status ("**Authorizing Agency**") at all times during the Loan term. Tenant has full power and authority, under its organizational documents or otherwise, to execute, deliver and perform under the Lease and this Agreement; Tenant's organizational documents are valid and binding as of the date of this Agreement. Tenant has heretofore delivered to Lender a true, correct and complete copy of its organizational documents and any amendments thereto.

b. Tenant's Covenants.

(1) Within forty-five (45) days after the end of each calendar quarter, Tenant shall provide Lender true and complete copies of each of its statements of operations and fund balance, non-Governmental Accounting Standards Board (GASB) statements of cash flow and balance sheets for such quarter to Lender, together with a certification executed on behalf of Tenant by its chief executive officer or business manager, certifying that (i) such financial statements, documents and information are true, correct and complete in all material respects and do not omit or fail to state any material fact or information without which the same might reasonably be misleading; (ii) the representations and warranties set forth in the Loan Documents are and continue to be true and correct; and (iii) no Event of Default exists under any Loan Document, which certification shall be in the form set forth as Exhibit B.

(2) Within forty-five (45) days of the close of its fiscal year, Tenant shall provide Lender with internally prepared annual financial statements, along with the certification set forth as Exhibit B. Such financial statements may not yet include any year-end adjustments that may come out of the annual independent audit.

(3) Within one hundred twenty (120) days of the close of Tenant's fiscal year or within thirty (30) days of the release by the New Mexico State Auditor of the annual audit of Tenant or its Authorizing Agency if Tenant is a component of such audit, whichever date is later, Tenant shall provide to Lender Tenant's audited annual financial statements, which

financial statements shall have been audited by a certified public accountant (“CPA”) and certified to Lender by such CPA that such statement presents fairly in all material respects the financial position of Tenant, along with the certification set forth as Exhibit B.

(4) Within forty-five (45) days of the close of Tenant’s fiscal year, Tenant shall provide Lender with quarterly enrollment, including: Free & Reduced-Price Lunch (“FRPL”), English Language Learners (“ELLS”), Special Education (“SPED”), and ethnicity.

(5) Not later than Sixty (60) after the close of Tenant’s fiscal year, Tenant shall provide Lender with a listing of its then-current board of director members and Key Staff.

(6) Sixty (60) days prior to the close of Tenant’s fiscal year or as it is approved by Tenant’s board of directors, Tenant shall provide Lender with the first occurrence of a board-approved operating and capital expenditure budget.

(7) Within sixty (60) days of its submission or receipt, as appropriate, Tenant shall provide Lender with annual reports and any other reports submitted to or from the Authorizing Agency.

(8) Tenant shall maintain an aggregate liquidity of at least \$95,700 for FY 2024, \$315,700 for FY 2025, \$333,753 for FY 2026, \$351,806 for FY 2027, and \$369,859 for FY 2028.

(9) Tenant shall not incur additional debt without the prior written consent of Lender.

ARTICLE VIII

8. Miscellaneous.

a. Notices. All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the address set forth above, or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (iii) if sent by telecopy, upon receipt.

b. Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Deeds of Trust, all liability of the assignor shall terminate, subject to assumption by the assignee thereof.

c. Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant regarding the subordination of the Lease to the Deeds of Trust and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement.

d. Interaction with Lease and with the Deeds of Trust. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Deeds of Trust.

e. Lender's Rights and Obligations. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

f. Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the state in which the Leased Premises are located, excluding such state's principles of conflict of laws.

g. Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

h. Due Authorization. Tenant represents to Lender that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions. Lender represents to Tenant that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

i. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

j. Remedies Cumulative. All remedies provided herein are cumulative, not exclusive, and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Landlord or any other person or entity.

k. No Waiver. No delay, failure or discontinuance of Lender in exercising any right, power or remedy under this Agreement shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver, permit, consent or approval of any kind by Lender of any breach of or default under this Agreement must be in writing and shall be effective only to the extent set forth in such writing. Whenever the consent of Lender is required hereunder, the granting of such consent by Lender in any instance shall not constitute a continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

l. Costs, Expenses and Attorneys' Fees. If any party hereto institutes any judicial or administrative action or proceeding to enforce any rights or obligations under this Agreement,

or seeking damages or any other judicial or administrative remedy, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Lender or any other person) relating to Landlord, Tenant or any other person or entity.

m. Further Assurances. At the request of any party hereto, each other party shall execute, acknowledge and deliver such other documents and/or instruments as may be reasonably required by the requesting party in order to carry out the purpose of this Agreement, provided that no such document or instrument shall modify the rights and obligations of the parties set forth herein.

n. Captions and Headings. Captions and headings used in this Agreement are for the convenience of the parties only and are not to be used to interpret or define the provisions of this Agreement.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS.

[Signature Page to Follow]

IN WITNESS WHEREOF, Lender and Tenant have caused this Agreement to be executed as of the date first above written.

LENDER:

RAZA DEVELOPMENT FUND, INC.,
an Arizona nonprofit corporation

By: _____
Name: Melissa McDonald
Title: Chief People and Operations Officer

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)§
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Melissa McDonald is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge her/him/them as Chief People and Operations Officer of Raza Development Fund, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal.

Dated: _____

_____ (Print Notary Name)

(seal)

Notary Public in and for the State of Arizona,

(Signature)

My appointment expires _____
(Seal)

IN WITNESS WHEREOF, Lender and Tenant have caused this Agreement to be executed as of the date first above written.

TENANT:

Voz Collegiate Preparatory Charter School,
a New Mexico nonprofit corporation

By: _____
Name: Isaac Rivas-Savell
Title: Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2023 by Isaac Rivas-Savell as Chief Executive Officer of Voz Collegiate Preparatory Charter School, on behalf of such corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____
(Seal)

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Deeds of Trust or the Lease. The above Agreement discharges any obligations of Lender under the Deeds of Trust and related loan documents to enter into a nondisturbance agreement with Tenant. Landlord is not a party to the above Agreement.

LANDLORD:

VOZ EXCELLENCE IN EDUCATION, LLC,
a New Mexico limited liability company

By: Homewise, Inc., a New Mexico nonprofit
corporation, its sole member

By: _____
Name: Daniel Slavin
Its: Chief Financial Officer

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2023 by Daniel Slavin as Chief Financial Officer of the sole member of Voz Excellence in Education, LLC, on behalf of such entity.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____
(Seal)

EXHIBIT A to SNDA

Legal Description

Parcel "A-2-1" of Newport Industrial Park-West, Unit 1, Albuquerque, New Mexico, as the same is shown and designated on the replat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on February 28, 1985, in Plat Book C26, page 115.

EXHIBIT B to SNDA

**FORM OF FINANCIAL STATEMENT
& FIXED CHARGE COVERAGE RATIO CERTIFICATE**

RAZA DEVELOPMENT FUND, INC.
410 E. Southern Avenue
Phoenix, AZ 85040
Attention: Pedro Chaves, Deputy Chief Credit Officer

Re: Quarter-End _____(Date) Financial Statements
Re: Year-End _____(Date) Financial Statements

The undersigned is an authorized representative of Voz Collegiate Preparatory Charter School (the “**Tenant**”) and is authorized to make and deliver this letter pursuant to the Loan and Security Agreement dated as of November [21], 2023 (the “**Loan Agreement**”), between Borrower and Raza Development Fund, Inc., its successor and assigns, as Lender (“**Lender**”). All terms used herein shall have the meaning ascribed to them in the Loan Agreement.

Pursuant to the terms and provisions of the Loan Agreement, the undersigned, on behalf of Tenant, hereby certifies that:

All financial statements, documents and information submitted as of above date are true, correct and complete and do not omit or fail to state any material fact or information without which the same might reasonably be misleading;

The representations and warranties set forth in the Loan Documents are and continue to be true and correct in all material respects as of the date hereof;

No Event of Default exists under any of the Loan Documents; and

The financial covenant detailed in the Loan Agreement for minimum fixed charge coverage ratio is in compliance as further evidenced by the attached compliance statement.

Certified By:

Signature

Title

Compliance Statement

The following calculation for the Fixed Charge Coverage Ratio covenant under the Loan Agreement is made for the twelve (12) month period ending _____.

A	Cash Flow (excluding depreciation, amortization, taxes and interest relating to the subject loan) for the 12-month period referenced above	\$
B	The current portion of facility rent, debt service payment and other expenses owed in connection with the Lease, plus interest expense on all obligations owed by the Borrower for the 12-month period referenced above	\$
C	A divided by B = Fixed Charge Coverage Ratio	_____ : 1

Exhibit B

INCUMBENCY CERTIFICATE

I, the undersigned, hereby certify that I am the duly elected Secretary of Voz Collegiate Preparatory Charter School, a New Mexico nonprofit corporation (the “**School**”), and that:

1. Attached hereto as Exhibit “A” is a correct and complete copy of Resolutions of the School and Secretary’s Certificate thereto which were duly adopted by the Board of Directors of the School evidencing the authorization of the execution, delivery and performance of (a) that certain [Lease] dated [on or around the date hereof], by and between the School and Voz Excellence in Education, LLC, a New Mexico limited liability company (“**Borrower**”), and (b) that certain Subordination, Nondisturbance and Attornment Agreement dated on or around the date hereof, by and among School, Borrower and Raza Development Fund, Inc., an Arizona nonprofit corporation, and which resolutions: (i) have not been amended, modified, rescinded or revoked in any respect and are in full force and effect on the date hereof; and (ii) require no further company action or resolution or consent of the Board of Directors to be effective.
2. Attached hereto as Exhibit “B” is a correct and complete copy of the Articles of Incorporation of the School dated September 16, 2020 and filed with the Secretary of State on September 17, 2020: (i) included are all amendments to the Articles of Incorporation if any; (ii) said amendments, if any, are dated and certified by the Secretary of State of New Mexico; (iii) all amendments are in full force and effect on the date hereof; and (iv) there are no proceedings currently in process to amend such Articles of Incorporation.
3. Attached hereto as Exhibit “C” is a complete and correct copy of the Bylaws of the School, together with any amendments thereto, which are in full force and effect on the date hereof, and there are no proceedings currently in process or contemplated to amend such Bylaws.
4. Attached hereto as Exhibit “D” is a complete and correct copy of the Charter School Contract of the School, together with any amendments thereto, which are in full force and effect on the date hereof, and there are no proceedings currently in process to amend such Charter School Contract.
5. Attached hereto as Exhibit “E” is a certificate indicating that the School is in good standing in New Mexico issued by the Secretary of the State of New Mexico.

6. The following named individual is the authorized signatory of the School and is authorized to execute and deliver certain documents on behalf of the School in connection with the matters contained herein; the signature after the authorized signatory's name is the genuine signature of such individual.

NAME

TITLE

SIGNATURE

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the School this _____ day of _____, 2023.

[Karyn Smith], Secretary

EXHIBIT A to Certificate
(Resolutions)

**RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
VOZ COLLEGIATE PREPARATORY CHARTER SCHOOL,
a New Mexico nonprofit corporation
(the “School”)**

WHEREAS, there has been presented to this board documents and information relating to (a) that certain [Lease] (the “**Lease**”) dated [on or around the date hereof], by and between the School and Voz Excellence in Education, LLC, a New Mexico limited liability company (“**Borrower**”), and (b) that certain Subordination, Nondisturbance and Attornment Agreement (the “**SNDA**”) dated on or around the date hereof, by and among School, Borrower and Raza Development Fund, Inc., an Arizona nonprofit corporation; and

THEREFORE, BE IT RESOLVED, that [_____], [_____] of the School, is hereby authorized and directed, to execute, attest, seal and deliver all documents, certificates, instruments and writings necessary and required in connection with the Lease, including, but not limited to, the execution and delivery of the Lease and the SNDA.

RESOLVED, FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts relating to the subject matter of the foregoing resolutions performed prior to the passage of these resolutions are hereby authorized, ratified and approved in all respects; and

RESOLVED, FURTHER, that this instrument may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute the same instrument; and signatures delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, shall be given the same legal force and effect as original signatures.

[Secretary’s Certificate Follows]

SECRETARY'S CERTIFICATE

I HEREBY CERTIFY that I am the duly elected and acting Secretary and keeper of the records and corporate seal of Voz Collegiate Preparatory Charter School, a New Mexico nonprofit corporation (the “**School**”); that the aforementioned is a true and correct copy of resolutions duly adopted by the board of directors of the School at a duly noticed and called meeting of such members on _____, 2023.

Gabriel Gallegos, Board Secretary

EXHIBIT B to Certificate
(Articles of Incorporation
and Amendments Thereto)

EXHIBIT C to Certificate
(Bylaws and Amendments Thereto)

EXHIBIT D to Certificate
(Charter School Contract and Amendments Thereto)

EXHIBIT E to Certificate
(Certificate of Good Standing)

EXHIBIT C

**FORM OF FINANCIAL STATEMENT
& FIXED CHARGE COVERAGE RATIO CERTIFICATE**

RAZA DEVELOPMENT FUND, INC.
410 E. Southern Avenue
Phoenix, AZ 85040
Attention: Pedro Chaves, Deputy Chief Credit Officer

Re: Quarter-End _____ (Date) Financial Statements
Re: Year-End _____ (Date) Financial Statements

The undersigned is an authorized representative of Voz Collegiate Preparatory Charter School (the “**Tenant**”) and is authorized to make and deliver this letter pursuant to the Loan and Security Agreement dated as of [November 15], 2023 (the “**Loan Agreement**”), between Borrower and Raza Development Fund, Inc., its successor and assigns, as Lender (“**Lender**”). All terms used herein shall have the meaning ascribed to them in the Loan Agreement.

Pursuant to the terms and provisions of the Loan Agreement, the undersigned, on behalf of Tenant, hereby certifies that:

All financial statements, documents and information submitted as of above date are true, correct and complete and do not omit or fail to state any material fact or information without which the same might reasonably be misleading;
The representations and warranties set forth in the Loan Documents are and continue to be true and correct in all material respects as of the date hereof;
No Event of Default exists under any of the Loan Documents; and
The financial covenant detailed in the Loan Agreement for minimum fixed charge coverage ratio is in compliance as further evidenced by the attached compliance statement.

Certified By:

Signature

Title

Compliance Statement

The following calculation for the Fixed Charge Coverage Ratio covenant under the Loan Agreement is made for the twelve (12) month period ending _____.

A	Cash Flow (excluding depreciation, amortization, taxes and interest relating to the subject loan) for the 12-month period referenced above	\$
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