

**Monument View Montessori Charter School**  
**Special Board Meeting**  
**Tuesday July 16, 2019 at 3:15 PM**  
**328 Gunnison Avenue, Grand Junction, CO**  
**CALL IN # (970) 491-1247**

Mission: Our mission is to provide a quality environment, holistic in its approach, which unleashes in our children their natural curiosity, their intrinsic desire for lifelong learning, and their innate ability to be citizens who better our community.

Vision: Monument View Montessori Charter School graduates will be creative, self-motivated, critical thinkers, with a love of learning, who will shape and advance the integrated communities of the 21<sup>st</sup> century.

**PRESENT:**

**ABSENT:**

**MVM STAFF:**

**VISITORS:**

- I. Call to Order:
- II. Changes to the Agenda:
- III. Approve Old Meeting Minutes:
- IV. Director of Operations Report:
- V. Treasurer Report:
- VI. Committee Reports:
- VII. Public Comment: Limited to two minutes per speaker, unless otherwise approved by the President of the Board
- VIII. Old Business:
- IX. New Business:
  - a. MOTION Required: Extend term of service for Perry Cabot as MVMCS Board Member and President for an additional 3 months to expire Oct 1.

- b. MOTION Required: Confirm slate of Board Directors (President, Vice-President, Treasurer and Secretary).
- c. MOTION Required: Approve the Sublease Agreement (see Addendum) and ACH Form (see Addendum). The motion needs to designate by name and title the authorized persons to sign. I am assured that the Head of School (Nick Zielinski) can sign the sublease although he is not a board member. Pursuant to old meeting minutes, the MVMCS Board of Directors did approve the signing of the lease between Twin Crossings Fruita and MVMCS, but by point of fact – MVMCS subleases the building at 1956 US-6 from the MVMCS-BC. Due to our lack of clarity on this issue, we skipped the step regarding the relationship between the MVMCS-BC and the School. This motion will help to clarify this issue.
- d. MVMCS School Board to elect new officers to MVMCS-BC, given that previous slate of officers (Melanie Harmon, Dena Dickinson, Heather Martinez) are no longer serving in their 2-year terms, which expired 06/26/2019. Specific instruction by legal counsel Bill Bethke was provided as follows.

MOTION Required: MVMCS School Board to appoint Perry Cabot as a member of the MVMCS Building Corporation.

X. Adjourn

## LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into by Landlord and Tenant as described in the following basic Lease information, effective as of May 1, 2019. Landlord and Tenant agree:

### ARTICLE I BASIC LEASE INFORMATION

In addition to the terms that are defined elsewhere herein these terms are used in this Lease:

- a. LANDLORD: Twin Crossings Fruita
- b. LANDLORD'S ADDRESS: P.O. Box 358  
Overgaard, AZ 85933  
Greg Smith  
Cell: 970-985-1633  
[tcunique@wic.net](mailto:tcunique@wic.net)
- c. TENANT: Monument View Montessori Charter School Building Corporation
- d. TENANT'S ADDRESS: 433 E. Aspen Ave.  
Fruita, CO 81521  
970-858-3798
- e. PREMISES: 1956 Hwy 6 and 50, Building A  
Fruita, CO 81521  
Consisting of approximately 6,000 square feet and as depicted on Exhibit A (Aerial Map) attached hereto.
- f. BUILDING: ±12,000 square feet, of which the North 6,000 square feet in which the Premises are located is not included in said lease for tenants use.
- g. PARKING: All of the front parking is for tenants of Building A and all the dirt lot parking in back is for the tenants of Building B.
- h. COMMENCEMENT DATE: May 1st, 2019 at 12:00 noon. In the event that Landlord has not delivered exclusive possession of the Premises to Tenant (the "Delivery Obligation") by May 1st, 2019 (the "Delivery Deadline") unless due in whole or in part to the acts or omissions of Tenant, its agents, servants or employees, Tenant may terminate this Lease by providing written notice to Landlord and after which Tenant shall have no further obligations with respect to this Lease.
- i. EXPIRATION DATE: May 1st, 2024 at 12:00 noon.

- j. TERM: Five Year (5) Year.
- k. MONTHLY RENT: \$5,000.00
- l. SECURITY DEPOSIT: \$5,000.00 – In two increments: \$2,500.00 due at signing of lease and the remainder deposit of \$2,500.00 due no later than August 1<sup>st</sup>, 2019.
- m. GROSS LEASE: This is a gross lease whereby Tenant is not obligated to pay real estate estate taxes or building insurance (see Article VII, 7.2). Tenant shall pay for all utilities furnished or supplied to the Lease Premises, as well as all municipal services utilized in connection therewith, including water, sewer, trash and janitorial services.
- n. TENANT'S SHARE: 100% as it relates solely to the Premises.

## **ARTICLE II AGREEMENT AND USE**

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to this Lease, for a period beginning on the Commencement Date and ending on the Expiration Date. Tenant will not use the Premises for any purpose prohibited by applicable law. Tenant will not commit waste and will not create any nuisance or interfere with, annoy or disturb any other commercial project adjacent to the Premises.

## **ARTICLE III RENT**

Tenant will pay the First Monthly Rent as set forth herein to Landlord upon execution hereof. Monthly Rent will be paid in advance, on or before the first day of each calendar month of the Term, commencing May 1<sup>st</sup>, 2019 without notice or demand, except as provided herein. Payments are delinquent if not received by the 10<sup>th</sup> of each month and subject to a \$200 penalty thereafter.

## **ARTICLE IV SECURITY DEPOSIT**

Concurrently with the execution of this Lease, Tenant has deposited with Landlord and will keep on deposit at all times during the term of this Lease, the sum of \$5,000, the receipt of which is hereby acknowledged, as security for the faithful performance of all the terms, conditions, and covenants hereof. If, at any time during the term of this Lease, there is an uncured Event of Default by Tenant, Landlord shall have the right, but not the obligation to use such deposit, or as much thereof as Landlord may deem Appropriate, to cure, correct or remedy any such default; and Tenant, upon notification thereof, shall forthwith remit to Landlord any and all such expenditures so that Landlord shall at all times have the full amount of said deposit as security. This security deposit and the application thereof shall not be considered as liquidated damages in the event of breach but only as an application toward actual damages. Upon the termination of this Lease in any manner, if Tenant is not then in default beyond the expiration of applicable notice and cure periods, the above deposit or so much thereof as has not been lawfully expended by Landlord, shall be returned to Tenant, without interest. Landlord shall not be required to segregate the funds deposited herewith as security deposit, but may commingle such funds as Landlord desires. In the event of the sale of the Premises by Landlord and upon transfer of the security deposit to a new owner, Landlord hereunder shall be automatically released by Tenant from all liability for the return of said Deposit, and Tenant shall look solely to such new owner for the return of said security deposit. The Provisions hereof shall apply to every transfer or assignment made of the security deposit to a new owner.

## ARTICLE V LANDLORD'S SERVICES

In consideration of the Monthly Rent negotiated between Landlord and Tenant, Landlord shall have the obligation to perform and pay for all costs of any maintenance, repair or replacement to the Building or any part thereof related to the Landlord Maintenance Obligations (subject to Tenant's payments as set forth in Article I, Section m) and which Landlord Maintenance Obligations shall be performed by Landlord to the same level and standards as found in comparable buildings in the area. In addition, Landlord shall be solely responsible for repairs to cure major latent structural defects. Notwithstanding anything contained in this Lease to the contrary, in the event of (i) any variation, interruption or failure of any utility services to the Premises and/or the services to be provided by Landlord or (ii) Landlord's failure to make a repair to and if: (i) any of the above described conditions occur; (ii) such condition unreasonably interferes with or restricts Tenant's use and occupancy of all or any portion of the Premises for its intended purposes; and (iii) such condition exists for five (5) consecutive days, then all Rent and other amounts payable by Tenant pursuant to this Lease shall abate as to that portion of the Premises that is rendered untenantable for its intended purpose, as reasonably determined by Tenant. The abatement shall commence upon the expiration of five (5) day period and continue for so long as the condition exists; provided, however, if the condition continues for thirty (30) consecutive days, Tenant shall have the right to terminate this Lease by giving written notice thereof to Landlord, in which event this Lease will terminate as of the date specified in Tenant's notice and Tenant shall be relieved of all obligations arising or accruing under this Lease after such date of termination. Tenant shall be obligated to perform and pay for the maintenance of the interior of the Premises, including but not limited to plumbing and lighting.

## ARTICLE VI OPERATING EXPENSES

6.1 General. In addition to Monthly Rent, beginning on the Commencement Date, Tenant will pay all of the amounts set forth in Article I, Section m in connection with the Landlord Maintenance Obligations performed by Landlord.

6.2 Additional Rent. Amounts payable by Tenant according to this Article 5 will be payable as Rent, without deduction or offset. If Tenant fails to pay any amounts due according to this Article 5, Landlord will have all the rights and remedies available to it on account of Tenant's failure to pay rent.

6.3 Audit. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have the ongoing right to audit the records which are maintained by Landlord pertaining to any charges or amounts paid or to be paid by Tenant pursuant to this Lease including, without limitation, the Landlord Maintenance Obligations. Upon written notice from Tenant of its desire to audit, Landlord shall make such records available in Landlord's offices at a mutually agreeable date and time. In the event that the results of such audit reflect an overpayment in the amounts previously paid by Tenant, Landlord will pay to Tenant within thirty (30) days after the conclusion of such audit the amount of any such overpayment. Further, if the results of such audit reflect that Landlord's original determination overstated the amounts thereof by more than five percent (5%) Landlord shall pay all costs of Tenant's audit.

**ARTICLE VII  
INSURANCE AND WAIVER; INDEMNITIES**

7.1 Tenant's Insurance.

a. At all times during the Term, Tenant, at its own expense shall maintain:

- (i) General liability insurance for claims for bodily injury or death and property damage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- (ii) Insurance coverage on a broad form basis insuring against "all risks of direct physical loss" on all of Tenant's personal property located in the Premises in an amount not less than their full replacement value. In the alternative, Tenant may self-insure for personal property loss: and
- (iii) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the Premises are located.

b. The general liability policy shall name Landlord as an additional insured, and shall not be terminated or substantially amended during the Term to affect the coverage required except after Tenant provides thirty (30) days' prior notice thereof to Landlord.

c. Upon Landlord's request, Tenant shall furnish to Landlord certificates of insurance evidencing landlord as an additional insured.

d. Tenant shall not have the right to satisfy its obligations under this section through a program of self-insurance.

e. Any inspection required under the law or the insurance policies of Tenant or Landlord shall be performed by Tenant at Tenant's expense with copies delivered to Landlord. Any repair or remediation required shall be performed by Tenant at Tenant's expense.

7.2 Landlord's Insurance.

a. Type of Coverage. During the Lease Term, Landlord shall maintain in full force and effect a policy or policies of fire insurance (with extended coverage endorsement) covering the Premises; provided, however, that Landlord shall have the right, in its sole and absolute discretion, to carry "all risk" insurance (including coverage against earthquake and/or flood, at Landlord's election), together with loss of rents and secondary liability insurance. Such insurance shall contain such policy limits and deductibles, shall be obtained through such insurance company or companies, and shall be in such form, as Landlord may deem appropriate. All insurance proceeds payable under Landlord's casualty insurance carried hereunder shall be payable solely to Landlord and Tenant shall have no interest therein.

b. Reimbursement of Tenant. Tenant shall pay to Landlord, as additional rent, an amount equal to Tenant's Share of the premiums paid by Landlord for all insurance but only to the extent related to the Building. At the annual renewal of Landlord's insurance, Tenant shall have the right to provide such insurance for the benefit of Landlord with the same terms, conditions and coverages at Tenant's expense upon thirty (30) days prior written notice to Landlord.

7.3 Waiver of Subrogation. Landlord and Tenant each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or

business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this section or any other property insurance actually carried by such party. Landlord and Tenant, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Building or the Premises or the contents of either.

7.4 Damage. If the Premises or a portion of the Building necessary for Tenant's occupancy is damaged during the term of this Lease by any casualty which is insurable under standard fire and extended coverage insurance policies, Landlord will repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to such destruction. The Rent will be abated proportionately during any period in which there is substantial interference with the operation of Tenant's business. If the Premises are damaged to the extent that it would take, in Landlord's reasonable judgment, more than thirty (30) days to repair, then either the Landlord or Tenant may terminate this Lease.

7.5 Mutual Indemnities. Tenant agrees to protect, defend, indemnify, and hold the Landlord harmless from and against any and all liabilities, claims, expenses, losses and damages (including reasonable attorney fees and costs) (collectively "Claims"), that may at any time be asserted against or incurred by the Landlord as a result of (i) the Tenant's or its employees', or agents' negligence or willful misconduct on the Premises or in the Building, or (ii) the Tenant's breach of its obligations under this Lease. Landlord agrees to protect, defend, indemnify, and hold the Tenant harmless from and against any and all Claims, that may at any time be asserted against or incurred by the Tenant as the result of (i) Landlord's breach of its obligations under this Lease or (ii) the Landlord's or its employees', or agents' negligence or willful misconduct.

## ARTICLE VIII COMPLIANCE WITH LAWS

8.1 Tenant Compliance. Tenant will promptly comply with all laws relating to Tenant's use or occupancy of the Premises. At its sole cost and expense, Tenant will promptly cause the Premises to comply with all the laws to the extent that such compliance is required solely as a result of Tenant's use or occupancy of the Premises.

### 8.2 Environmental Matters.

#### a. Landlord's Obligations.

(i) Landlord hereby represents and warrants to Tenant that:

(a) the Premises is not contaminated by any Hazardous Materials; other than those identified currently and under remediation.

(b) no portion of the Premises is being used for the treatment, stored or disposal of any Hazardous Materials;

(c) no Hazardous Materials are being used, generated, or disposed of on or about the Premises except in compliance with all applicable Environmental Laws.

(ii) Landlord covenants that, during the term of this Lease, It will not cause or permit the treatment, storage, or disposal of any Hazardous Waste in, on or about any part of the Premises by Landlord, its agents, employees, or contractors, and it will permit the introduction of other Hazardous Materials to the Premises only in compliance with all Environmental Laws.

(iii) Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its

agents, and employees harmless from and against all direct claims, costs, liabilities and penalties, including reasonable attorney fees and costs rising out of or in connection with Landlord's breach of its obligation under this section. Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, liabilities and penalties, including reasonable attorney fees and costs, arising out of or in connection with the removal, CERCLA or other cleanup, or restoration of the Premises, except for any cleanup caused by the Tenant's introduction of Hazardous Materials to the Premises. Landlords' obligations under this section will survive the expiration or other termination of this Lease.

(iv) If removal, cleanup or restoration work materially interferes with the Tenant's use of the Premises for a period in excess of 14 days, Tenant may terminate this Lease on notice to the Landlord.

b. Tenant's Obligations

(i) Tenant will not cause or permit the storage, treatment or disposal of any Hazardous Materials in, on, or about the Premises or any part of the Premises by Tenant, its agents, employees or contractors. Tenant will not permit the Premises to be used or operated by Tenant, its agents, employees or contractors in a manner that may cause the Premises or any part of the Premises to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

(ii) Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against all direct claims, costs, and liabilities, including reasonable attorney fees and costs, arising out of or in connection with Tenant's breach of its obligations in this section.

c. Mutual Obligations. Each party will promptly notify the other party of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Hazardous Materials affecting any part of the Premises; and (2) all claims made or threatened by any third party against Tenant, Landlord or any part of the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or about the Premises or any part of the Premises.

d. Definitions.

(i) "Hazardous Materials" means asbestos, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental ("CERCLA"); the Hazardous Material Transportation Act of 1980, as amended, 42 U.S.C. §§9601-9657 ("CERCLA"); the Hazardous Material Transportation Act of 1975, 49 U.S.C. §§1801-1812; The Resource Conservation Recovery Acts of 1976, 42 U.S.C. §6901-6987; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§651, *et seq.*; or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards or conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively "Environmental Laws").

(ii) "Hazardous Waste" means hazardous waste as defined under the Resource Conservative Recovery Act of 1976, 42 U.S.C. §§6901-6987.

e. The obligations of this Article shall survive the expiration or other termination of the Agreement.

**ARTICLE IX  
TENANT'S CARE OF THE PREMISES**

Tenant will maintain the Premises in a clean and orderly condition. Tenant will not make or allow to be made

any alterations, additions, or improvements to or of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonable withheld. Tenant accepts same "AS IS – WHERE AS" and in their present condition.

All maintenance, repair and replacement work shall be at the sole cost and expense of Tenant and shall be subject to Landlord's prior written approval of the specifications of same. Tenant shall post the statutory notice of non-liability of Landlord prior to the commencement of any work, which consent shall not be reasonably withheld.

#### **ARTICLE X END OF TERM**

10.1 Surrender. At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear and casualty excepted. Tenant will remove all of Tenant's property, signage, and equipment. Tenant's obligations under this Article will survive the expirations or other Termination of this Lease. However, notwithstanding anything contained in this Lease or this paragraph to the contrary. Tenant shall not be required to remove any alterations, additions or improvements installed by Tenant at the expiration of the Lease term (including, without limitation, the removal of any signage and/or IT cabling).

10.2 Holdover. If, after expiration of this Lease, Tenant remains in possession of the Premises and continues to pay rent without a written agreement as to such possession, then such tenancy will be regarded as a month-to-month tenancy, at a monthly rental, payable in advance equivalent to 150% of the last monthly rent paid under this Lease, and subject to all the terms and conditions of this Lease.

#### **ARTICLE XI DEFAULT**

11.1 Events of Default. The occurrence of any one of the following events shall constitute an "Event of Default" hereunder by Tenant:

- a. The failure by Tenant to make any payment required to be made by Tenant hereunder within ten (10) business days after written notice from Landlord of such failure.
- b. Unless otherwise specifically noted in this Lease, the failure by Tenant to observe or perform any of the covenants or other provisions of this Lease to be observed or performed by Tenant, where such failure continues for a period thirty (30) days after written notice thereof from Landlord to Tenant, provided that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

11.2 Remedies of Landlord. On the occurrence of an Event of Default, Landlord shall have the following rights:

- a. To terminate the Lease, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated as if the expiration of the Term fixed in such notice were the end of the Term.
- b. To lawfully reenter and take possession of the Premises, expel Tenant and remove effect of Tenant, using such force for such purposes as may be reasonably necessary, and without prejudice to any remedies for arrears of Monthly Rent or other amounts payable under this Lease. In such case, Landlord may, without being obligated to and without terminating the Lease, relet the Premises for the account of Tenant on such conditions and terms as Landlord may determine, and Landlord may collect and receive the rent. Tenant will pay to Landlord Monthly Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net

proceeds, if any, of any reletting of the Premises after Deducting all of Landlord's reasonable expenses in connection with such reletting.

c. To cure any default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorney fees and interest provided that Landlord will have no obligation to cure such Event of Default of Tenant.

11.3 Remedies Not Exclusive. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or at law or in equity.

11.4 Landlord's Duty to Mitigate. Notwithstanding anything contained in this Lease to the contrary, in the Event of Default by Tenant, Landlord shall take reasonable steps to mitigate the damages to Landlord caused by such Event of Default.

## **ARTICLE XII SIGNAGE**

Subject to compliance with all applicable governmental rules and regulations, Tenant may install signs in, upon or about the Premises. All such signs and media shall comply with all applicable laws, ordinances, rules and regulations. Tenant shall properly and promptly maintain and repair its signs, and keep them in a neat and clean condition. Tenant shall not use any advertising media or other media that is objectionable to Landlord, or which can be heard outside the Premises, such as loudspeakers, phonographs or radio broadcasts.

## **ARTICLE XIII GENERAL**

13.1 Condemnation. In the event of a condemnation or other taking by any governmental agency, the Award for the Premises shall be paid to Landlord, except that Tenant will have the right to assert a claim for Expenses, business interruption, leasehold improvements paid for by Tenant, and the value of Tenant's unexpired Lease term. At Tenant's option, this Lease will terminate on the date the condemning authority takes possession of the Premises or portion thereof.

13.2 Assignment and Subletting. Tenant will not sublease all or a part of the Premises, and will not assign the Lease or any interest in the Lease, without the prior written consent of Landlord, which will not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything contained in this Lease to the contrary, Tenant may assign or sublease all or a portion of this Lease and the Premises to any affiliate of Tenant without Landlord's consent, provided, however, Tenant shall promptly notify Landlord of such assignment or sublease. As used herein, an "affiliate of Tenant" shall mean (i) any person or entity who or which controls, is controlled by, or is under common control with Tenant, (ii) any corporation or limited liability company in which, or with which, Tenant or its corporate successors or assigns is merged or consolidated in accordance with applicable statutory provisions governing merger and consolidation of corporations and limited liability companies, so long as Tenant's obligations hereunder are assumed by the surviving entity; or (iii) any corporation, limited liability company, or partnership acquiring all or substantially all of Tenant's assets. Any such assignee shall have a similar right to assign this Lease, without Landlord's consent, to any of Tenant's affiliates, on the same terms and conditions hereof. Tenant shall provide to Landlord a copy of such assignment or subletting agreement within thirty (30) days of following such assignment or subletting.

13.3 Notices. Any notice or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address set forth in Section 1.1. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such

communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in this section.

13.4 Subordination and Nondisturbance. This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust or other lien or encumbrance (except a "Superior Lien"), together with any renewals, extension, modifications, consolidations and replacements of such Superior Lien, now or after the date of this Lease affecting or placed, charged or enforced against the Premises or any interest of Landlord in the Premises or Landlord's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument will expressly provide that this Lease is superior to such instrument). Notwithstanding the foregoing, such subordination shall not be effective unless the holder of such Superior Lien shall deliver to Tenant a written agreement reasonably satisfactory to Tenant that Tenant's rights under this Lease shall not be disturbed by such holder so long as Tenant has paid all amounts then owing and is otherwise not in default under this Lease. Tenant will execute, acknowledge and deliver to Landlord within twenty (20) days after written demand by Landlord such reasonable documents as may be requested by Landlord or the holder of any Superior Lien to confirm or effect any such subordination, priority, or nondisturbance, provided that any such subordination agreement contains a nondisturbance agreement as set forth above. Landlord agrees to use reasonable effort to obtain a nondisturbance agreement reasonably satisfactory to Tenant from the holder of any mortgage on the Premises.

13.5 Governing Law. This Lease will be governed by the internal laws of the State of Colorado, without reference to its conflict of law provisions.

13.6 Binding Effect. This Lease will bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, administrators and assigns, except as otherwise provided in this Lease.

13.7 Attorney's Fees. Landlord and Tenant agree that in the event litigation occurs as a result of the tenancy created hereby, the prevailing party in such litigation, is entitled to recover reasonable court costs and attorney's fees incurred for the interpretation or enforcement of such party's rights under this Lease, whether such fees and costs be incurred at trial, on appeal, or in bankruptcy proceedings.

13.8 Authority. Each of the parties executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such party is authorized to do so by requisite action of the party to this Lease.

13.9 Ownership of Premises; Zoning. Landlord warrants and represents to Tenant that the Premises are owned by Landlord. Tenant is obligated to confirm Tenant's intended use complies with the City of Fruita zoning and other applicable ordinances.

13.10 Time of the Essence. Time is of the essence for the performance of all obligations under this Lease.

13.11 Quiet Enjoyment. Provided Tenant pays Monthly Rent and performs all of the other material covenants and conditions of this Lease to be performed by the Tenant hereunder, Tenant shall be entitled to the quiet enjoyment and possession of the Premises without hindrance, disturbance, or molestation by the Landlord subject to the terms and conditions of this Lease.

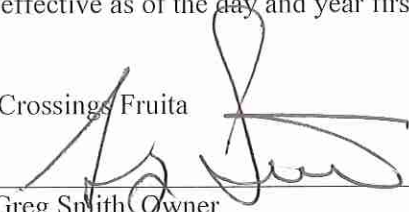
13.12 Waiver of Landlord's Lien. Landlord hereby waives any contractual, statutory, or other Landlord's lien on Tenant's personal property, equipment and fixtures.

Landlord and Tenant have executed this Lease effective as of the day and year first above written.

“LANDLORD”

Twin Crossings Fruita

By: \_\_\_\_\_

  
Greg Smith, Owner

“TENANT”

Monument View Montessori Charter School Building Corporation

By: \_\_\_\_\_

Printed Name: Perry Cabot, Board of Directors President

Date: June 26, 2019

FIGURE A



Mesa County Map

The MapServer software (©2005) and the data are not intended to be used as a substitute for a professional survey. The data is not intended to be used as a substitute for a professional survey. The data is not intended to be used as a substitute for a professional survey. The data is not intended to be used as a substitute for a professional survey.



Print Date: December 6, 2015  
**Mesa County, Colorado**  
 GIS/IT Department

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Lease”), dated as of July 1, 2019, is entered into by and between **MONUMENT VIEW MONTESSORI CHARTER SCHOOL BUILDING CORPORATION**, a Colorado nonprofit corporation (“Corporation”), as lessor, and **MONUMENT VIEW MONTESSORI CHARTER SCHOOL**, (“School”), a Colorado nonprofit corporation and public charter school, as lessee.

### *RECITALS*

WHEREAS, the School is authorized by law to contract with any third party for the use of a school building and grounds; and

WHEREAS, the Corporation (a) is a nonprofit corporation organized, existing and in good standing under the laws of the State; (b) is duly qualified to do business in the State; (c) is authorized under its articles of incorporation, bylaws, action of its governing body and applicable law, to own and manage its properties, and to conduct its affairs in the State; (d) holds authority to lease the Leased Property (defined below) pursuant to this Lease to the School; and to otherwise act in the manner contemplated herein; and

WHEREAS, the execution, delivery and performance of this Lease by the Corporation and School (the “Organizations”) have been determined by each Organization to serve a public purpose and have been duly authorized by the governing boards of each of the Organizations; and

WHEREAS, the Corporation desires to lease the Leased Property to the School and the School desires to lease the Leased Property from the Corporation, pursuant to the terms and conditions and for the purposes set forth in this Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the Parties agree as follows:

### **ARTICLE I DEFINITIONS**

“*Board*” means the Board of Directors of the School and any successor thereto.

“*Business Day*” means any day other than a Saturday, a Sunday or a day on which banking institutions in the State are authorized to close.

“*Charter Authorizer*” means the Colorado public body that has authorized the charter school, currently the Colorado Charter School Institute.

“*Charter Contract*” means that certain contract between the Charter Authorizer and the School authorizing the School’s operations as a Colorado public charter school.

“*Charter Schools Act*” means that portion of the Colorado Revised Statutes, currently beginning at Section 22-30.5-101, as now or hereafter provides the authority for the creation and operation of public charter schools.

“*CSDC*” means the Charter School Development Corporation.

“*Event of Default*” means one or more events as defined in Section 11.01 and 11.03 hereof.

“*Event of Nonappropriation*” means a decision by the School to not timely appropriate sufficient funds to support this Lease, as more fully defined in 6.05.

“*Facility*” means all of the building, property and improvements in Grand Junction, Colorado, intended to house the operations of the School.

“*Fiscal Year*” means the School’s fiscal year, which begins on July 1 of any year and ends on June 30 of the following year.

“*Force Majeure*” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other causes not within the control of the School, but specifically excluding loss of the charter by the School through action of the Charter Authorizer.

“*Lease*” means this agreement.

“*Lease Term*” means the period commencing on July 1, 2019 and ending on June 30, 2024, except that such period shall be lengthened to correspond to any extension of the term of the principal lease entered by Landlord and may be shortened or lengthened to correspond to the term of the Loan, and may be shortened by non-appropriation as provided in Articles IV and VI.

“*Leased Property*” means the real property described in Exhibit A hereto and all improvements now or in the future located thereon, as from time to time amended or supplemented, together with all other property that may be designated as part of the Leased Property in any amendment or supplement hereto, less any property damaged, destroyed or condemned.

“*Lender*” means the Home Loan State Bank.

“*Loan*” means that certain Loan Agreement entered between the Corporation and the Lender.

“*Parties*” mean the Corporation and the School, and “*Party*” means the Corporation or the School.

“*Rent*” means the charge for the space used under this Lease determined under 6.02.

“*Requirement of Law*” means any material federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common law doctrine or theory, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to environmental, health or safety matters.

“*Security Agreement*” means that certain credit enhancement and security agreement entered by the Corporation, School, Lender, and the CSDC.

“*State*” means the State of Colorado.

## ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

**Section 2.01. Representations, Covenants and Warranties of the School.** The School represents, covenants and warrants, for the benefit of the Corporation, and its successors and assigns, as follows:

(a) The School is and will use its best efforts to remain a Colorado nonprofit corporation and a public School duly organized and validly existing under the Charter Schools Act. The School is authorized by the Charter Schools Act, (i) to lease the Leased Property from the Corporation pursuant to this Lease and (ii) to execute, deliver and perform its obligations under this Lease. The execution, delivery and performance of this Lease have been duly authorized by the School and the Lease is enforceable against the School in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally and equitable principles, whether considered at law or in equity.

(b) Nothing in this Lease shall be construed as diminishing, unlawfully delegating or otherwise restricting any of the sovereign powers of the School. Nothing in this Lease shall be construed to require the School to operate the Leased Property other than as lessee under the requirements of this Lease.

(c) The execution, delivery and performance of this Lease are in the best interests of the School, serve a public purpose and have been duly authorized by the School.

(d) None of the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions of this Lease or the consummation of the transactions contemplated by this Lease, conflicts with or results in a breach of the terms, conditions or provisions of the School’s charter contract, or of any material restriction or any agreement or instrument to which the School is now a party or by which the School is bound, or constitutes a default under any of the foregoing or, except as specifically provided in this Lease, results in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the School.

(e) To the knowledge of the School, there is no litigation or proceeding pending or threatened against the School or any other Person affecting the right of the School to execute and deliver this Lease, the ability of the School to make the payments required hereunder or the ability of the School otherwise to comply with its obligations under this Lease.

(f) To the best knowledge of the School, except as disclosed in writing to the Corporation: (i) the Leased Property has all times been operated in substantial compliance with all Requirements of Law; (ii) all permits required by Requirements of Law in respect of the Leased Property have been or will be obtained and are in full force and effect and the School is or will be in substantial compliance with the material terms and conditions of such permits; (iii) there is no pending litigation, investigation, administrative or other proceeding of any kind before or by any governmental authority or other Person relating to, or alleging, any violation of any Requirements of Law in connection with the Leased Property and there are no grounds on which any such litigation, investigation or proceedings might be commenced against the School or the Corporation; (iv) the Leased Property is not subject to any judgment, injunction, writ, order or agreement respecting any Requirements of Law; (v) there is no Hazardous Substance located on, in or under the Leased Property in violation of any Requirements of Law; (vi) there has been no disposal of any Hazardous Substance on, from, into or out of the Leased Property in violation of any Requirements of Law; and (vii) there has been no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing or dispersing of any Hazardous Substance into the indoor or outdoor environment from, into or out of the Leased Property including, but not limited to, the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

(g) The Leased Property complies in all respects with applicable zoning, environmental and safety ordinances.

(h) The Leased Property will be operated in accordance with all Requirements of Law.

(i) The School will recognize economic and other benefits by leasing the Leased Property.

**Section 2.02. Representations, Covenants and Warranties of the Corporation.** The Corporation represents, covenants and warrants, for the benefit of the School, as follows:

(a) The Corporation is a nonprofit corporation duly organized, existing and in good standing under the laws of the State, is duly qualified to do business in the State is possessed of full power to purchase, own, hold and lease (as lessee and lessor) real and personal property, to lease the Leased Property to the School pursuant to this

Lease and has duly authorized the execution, delivery and performance of its obligations under this Lease.

(b) The Corporation shall at all times maintain its corporate existence and will use its best efforts to maintain, preserve and renew all the rights and powers provided to it under its articles of incorporation, bylaws, action of its governing body and applicable law.

(c) The Lease is enforceable against the Corporation in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and equitable principles, whether considered at law or in equity.

(d) The Leased Property will be leased by the Corporation in accordance with all Requirements of Law.

(e) None of the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions hereof or thereof, or the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound or constitutes a default under any of the foregoing.

(f) Except as specifically provided in this Lease or the Security Agreement, the Corporation will not assign this Lease, its rights to payments from the School or its duties and obligations hereunder or thereunder to any other person, firm or Corporation so as to impair or violate the representations, covenants and warranties contained herein.

(g) To the knowledge of the Corporation, there is no litigation or proceeding pending or threatened against the Corporation or any other Person affecting the right of the Corporation to execute and deliver this Lease, the ability of the Corporation to make the payments required hereunder or the ability of the Corporation otherwise to comply with its obligations under this Lease.

(h) The Corporation acknowledges and recognizes that this Lease will not be renewed upon the occurrence of an Event of Nonappropriation that is not otherwise cured in accordance with Section 6.05 hereof, and that a failure by the School to appropriate funds in a manner that results in an Event of Nonappropriation is a legislative act and, as such, is solely within the discretion of the School.

### **ARTICLE III DEMISING CLAUSE**

The Corporation demises and leases the Leased Property to the School for the School's use as an educational facility, as defined in the Charter Schools Act in performing one or more governmental purposes, in accordance with the provisions of this Lease, subject only to the terms of the Loan and Security Agreement, to have and to hold for the Lease Term.

**ARTICLE IV  
LEASE TERM**

**Section 4.01. Lease Term.**

- (a) The Lease Term shall be July 1, 2019 to June 30, 2024.
- (b) The Lease Term shall expire or end upon the earliest of any of the following events:
  - (i) June 30 of any Fiscal Year during which there has occurred an Event of Nonappropriation pursuant to Section 4.02 and Article VI hereof (provided that the Lease Term shall be deemed to have been renewed in the event that the Event of Nonappropriation is cured as provided in Section 6.05 hereof);
  - (ii) an Event of Default and termination of this Lease by the Corporation or its assigns.
- (c) The expiration or end of the Lease Term shall terminate all unaccrued obligations of the School under this Lease and shall terminate the School's rights of possession under this Lease; provided however, all obligations of the School that have accrued hereunder prior to such termination or expiration shall continue until they are paid, performed and discharged in full.

**Section 4.02. School's Annual Right to Not Renew the Lease.** In the event that the School shall determine, for any reason, to not exercise its annual right to renew this Lease through an Event of Nonappropriation, effective on June 30 of any Fiscal Year, the School shall give written notice to such effect to the Charter Authorizer and the Corporation not later than July 1 of the next Fiscal Year; provided, however, that a failure to give such notice shall not constitute an Event of Default, nor prevent the School from choosing not to renew this Lease, nor result in any liability on the part of the School. The exercise of the School's annual option to not renew this Lease shall be conclusively determined by (a) a formal resolution of the Board not to appropriate by June 30 of each Fiscal Year sufficient amounts authorized and directed to be used to pay all Rents due in the next ensuing Fiscal Year or (b) upon the occurrence of any of the other events described in the definition of Event of Nonappropriation in 6.05. The chief financial officer of the School (or any other officer at any time charged with the responsibility of formulating budget proposals with respect to payments under this Lease) is hereby directed to include, in the annual budget proposals submitted to the Board, items for all payments required under this Lease during the next ensuing Fiscal Year, until such time, if any, as the Board may determine not to renew this Lease; it being the intention of the School that any decision not to renew this Lease shall be made solely by the Board and not by any other department, agency or official of the School.

**ARTICLE V  
ENJOYMENT OF LEASED PROPERTY**

The Corporation hereby covenants that during the Lease Term and so long as the School complies with the provisions hereof, the School shall peaceably and quietly have and hold and

enjoy the Leased Property without suit, trouble or hindrance from the Corporation, except as expressly required or permitted by this Lease. The Corporation shall not interfere with the quiet use and enjoyment of the Leased Property by the School during the Lease Term so long as no Event of Default or Event of Nonappropriation shall have occurred. The Corporation shall, at the request of the School and at the cost of the School join and cooperate fully in any legal action in which the School asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the School may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined in any action affecting its liabilities hereunder.

## **ARTICLE VI PAYMENTS BY THE SCHOOL**

### **Section 6.01. Payments to Constitute Currently Appropriated Expenditures of the School; No Lien on Gross Revenues.**

(a) The School and the Corporation acknowledge and agree that the Rents hereunder shall constitute currently appropriated expenditures of the School and may be paid from any legally available funds. The School's obligations under this Lease shall be subject to the School's annual right to choose not to renew this Lease (as further provided in Articles IV and VI), and shall not constitute a mandatory charge or requirement for payment of any amounts in excess of amounts appropriated for any Fiscal Year beyond the Fiscal Year for which such appropriation has been made. No provision of this Lease shall be construed or interpreted as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the School within the meaning of any constitutional or statutory limitation or requirement. No provision of this Lease shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the School, within the meaning of Sections 1 or 2 of Article XI of the Constitution of the State.

(b) This Lease shall not directly or indirectly obligate the School to make any payments beyond those appropriated for any Fiscal Year for which such payments have been appropriated. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of moneys of the School, nor shall any provision of this Lease restrict the future issuance of any obligations of the School, payable from any class or source of moneys of the School.

**Section 6.02. Rents — Triple Net Lease.** This Lease shall be a "net lease," and the School shall pay all rents and payments of any description due from Corporation to any party for purposes of supporting the Facility, including absolutely all costs of the Facility, free of any deductions, and without abatement or setoff. The School's obligation to pay shall include appropriate consideration or inclusion of any and every cost incurred to support the Leased Property, even if such cost is in addition to those treated as a cost of the Facility to Corporation. All amounts necessary for Corporation to discharge all of its obligations for payment related to the Leased Property, including but not limited to payment of the Loan, are Rent due under this Lease.

**Section 6.03. Manner of Payment.** Rent shall be paid to Corporation at a time and in a manner calculated to enable Corporation to timely discharge its financial obligations for the Leased Property.

**Section 6.04. Necessity of the Leased Property; Determinations as to Fair Market Value.** The School hereby declares its current need for the Leased Property and further determines and declares its expectation that the Leased Property will (so long as it is subject to the terms hereof) adequately serve the needs for which it is being leased throughout the stated Term of this Lease. It is hereby declared to be the present intention and expectation of the School that this Lease will be continued through the end of the Lease Term, but this declaration shall not be construed as contractually obligating or otherwise binding the School. The School hereby agrees and determines that the Rents during each year of the Lease Term represent not more than the fair value of the use of the Leased Property during such year. The School hereby determines that the Rents do not exceed a reasonable amount so as to place the School under an economic compulsion to renew this Lease. In making such declarations and determinations, the School has given consideration to the uses and purposes for which the Leased Property will be employed by the School, the benefit to the School by reason of the Leased Property, and the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease.

**Section 6.05. Nonappropriation by the School; Cure.**

(a) In the event that the School fails, for any reason, to appropriate by the first Business Day of each Fiscal Year sufficient amounts authorized and directed to be used to pay all Rents due in the next ensuing Fiscal Year in accordance with Section 6.02 hereof an Event of Nonappropriation shall be deemed to have occurred; subject, however, to each of the following provisions:

(i) The School shall give written notice to the Corporation if the School's preliminary budget fails, in any year, to include an appropriation for sufficient amounts authorized and directed to be used to pay all Rents due in the next ensuing Fiscal Year; but any failure of the School to give such notice shall not constitute an Event of Nonappropriation or an Event of Default.

(ii) The Corporation shall give written notice to the School of any Event of Nonappropriation on or before sixty days before to beginning of any Fiscal Year in which such Nonappropriate may occur; but any failure of the Corporation to give such written notice shall not prevent the Corporation from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available.

(iii) The Corporation shall waive any Event of Nonappropriation, other than an Event of Nonappropriation as described in subsection (b) of this Section, which is cured by the School on or before the first forty-five days of any Fiscal Year, by appropriating sufficient amounts authorized and directed to be used to pay all Rents due in such Fiscal Year, provided such cure is accepted by the Lender under the Loan and the CSDC under the Security Agreement.

(b) In the event that the School and the Corporation are not in agreement on the determination of Rent under 6.02, then 90 days subsequent to the date upon which Rents would accrue, an Event of Nonappropriation shall be deemed to have occurred, upon notice by the Corporation to the School to such effect (subject to waiver by the Corporation upon timely agreement to a sufficient and lawful appropriation).

(c) If an Event of Nonappropriation occurs, the School shall not be obligated to pay the Rents or any other payments provided for herein beyond the amounts specifically appropriated by the School for the Fiscal Year during which such Event of Nonappropriation occurs; provided, however, that, subject to the limitations of Sections 6.02 the School shall continue to be liable to the extent payable from legally available moneys, the full amount of Rent allocable to any period during which the School continues in fact to occupy or retain possession of the Leased Property.

(d) The School shall in all events vacate the Leased Property and surrender any personal property included in the Leased Property to the Corporation by the thirtieth calendar day following an Event of Nonappropriation.

**Section 6.06. Charter Authorizer Not Liable.** The obligations of the School hereunder are solely the obligations of the School and shall not to be obligations of the Charter Authorizer. This Lease shall not constitute or become an obligation, an indebtedness, a debt or a liability of or a charge against the general credit or taxing power of the Charter Authorizer.

## ARTICLE VII TITLE TO THE IMPROVEMENTS TO THE LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

### **Section 7.01. Title to the Leased Property.**

(a) Any improvements to the Leased Property shall become part of the Leased Property.

(b) The School shall have no right, title or interest in the Leased Property or any additions and modifications thereto or replacements thereof, except as expressly set forth in this Lease.

**Section 7.02. No Encumbrance, Mortgage or Pledge of Leased Property.** The School shall not encumber the Leased Property in any fashion and shall not permit any mechanic's or other lien to remain against the Leased Property.

**Section 7.03. Compliance with Requirements of Law.** The School shall at all times operate the Leased Property, or cause the Leased Property to be used and operated, such that (a) the Leased Property at all times shall be operated in substantial compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the Leased Property shall be obtained and maintained in full force and effect and the School shall substantially comply with the material terms and conditions of such permits; (c) there shall be no Hazardous Substance located on, in or under the Leased Property in violation of any

Requirements of Law; (d) there shall be no disposal of any Hazardous Substance on, from, into or out of the Leased Property in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any Hazardous Substance into the indoor or outdoor environment from, into or out of the Leased Property including but not limited to the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

## **ARTICLE VIII MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES**

**Section 8.01. Maintenance of the Leased Property by the School.** The School agrees that at all times during the Lease Term the School will maintain, preserve and keep the Leased Property or cause the Leased Property to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, subject to normal wear and tear, and that the School will from time to time make or cause to be made all necessary and proper repairs. The Corporation shall have no responsibility for making any additions, modifications or replacements to the Leased Property.

**Section 8.02. Modification of the Leased Property; Installation of Equipment and Personal Property of the School.** The School shall abide by all obligations of the Corporation with respect to modification of the Leased Property, installation of equipment and personal property of the School.

**Section 8.03. Taxes, Other Governmental Charges and Utility Charges.** The School shall use its reasonable good faith best efforts to maintain the Leased Property as exempt from ad valorem property or other taxes to the extent allowable by law. The School shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Leased Property or any portion thereof (including, without limitation, any taxes levied thereon which, if not paid, will become a charge on the rentals and receipts from the Leased Property. The School may contest such charges as provided by law.

**Section 8.04. Provisions Regarding Casualty and Property Damage Insurance.** The School shall, if appropriate, provide such other insurance and proof of insurance needed to assure that all insurance requirements of the Charter Contract, Loan, and Security Agreement are met or as may be necessary or appropriate to protect against risks to the Leased Property, and to assure compliance with the charter contract and any requirement of law. The Parties shall comply with all current and future requirements of all insurance companies writing policies covering the Leased Property or any portion thereof

## **ARTICLE IX DAMAGE, DESTRUCTION OR CONDEMNATION**

**Section 9.01. Damage, Destruction or Condemnation.** If, during the Lease Term, the Leased Property, or any portion thereof, shall be destroyed (in whole or in part), or damaged by

fire or other casualty, the Parties shall abide by the provisions of the Principal Leases and comply with all obligations of the Corporation on this subject.

**Section 9.02. Cooperation of the Corporation.** The Corporation shall cooperate fully with the School in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 9.01 hereof, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof, and in the prosecution of any action relating to defaults or breaches of warranty under any contract relating to the Leased Property. In no event shall the Corporation voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to defaults or breaches of warranty under any contract relating to the Leased Property or any portion thereof without the written consent of the School. This Section shall not be construed to obligate the Corporation to advance its own funds in order to take any action hereunder.

## **ARTICLE X OTHER COVENANTS**

**Section 10.01. Further Assurances and Corrective Instruments.** The Corporation and the School agree that so long as this Lease is in full force and effect and no Event of Nonappropriation or Event of Default shall have occurred, the Corporation and the School shall have full power to carry out the acts and agreements provided herein and they will, so far as it may be authorized by law, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention of or facilitating the performance of this Lease. This Section shall not be construed to obligate the Corporation to advance its own funds in order to take any action hereunder.

**Section 10.02. The Corporation, School Representatives.** Whenever under the provisions hereof the approval of the Corporation or the School to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Corporation by the Authorized Representative of the Corporation, for the School by the Authorized Representative of the School.

**Section 10.03. Compliance with Requirements of Law.** During the Lease Term, the School and the Corporation shall observe and comply promptly with all current and future Requirements of Law applicable to the Leased Property.

## **ARTICLE XI EVENTS OF DEFAULT AND REMEDIES**

**Section 11.01. School — Events of Default Defined.** Any one of the following shall constitute an “Event of Default” under this Lease:

- (a) failure by the School to time pay Rent in accordance with the provisions of Section 6.02;

(b) failure by the School to vacate the Leased Property by the thirtieth calendar day following an Event of Nonappropriation, as provided in Section 6.05;

(c) failure by the School to maintain its charter pursuant to the Charter Schools Act; provided, however, if the School has filed a timely appeal of the termination of its charter pursuant to the Charter Schools Act, an Event of Default shall not be deemed to occur until the appeals process has concluded;

(d) failure of the School to observe and perform any other covenant, condition or agreement on its part, provided that, subject to any and all rights of the Lender under the Loan and the CSDC under the Security Agreement, the Corporation shall provide written notice of such failure and permit the School a period of 30 days after such written notice, to remedy such failure and if the failure stated in the notice cannot be corrected within the original 30-day period, the Corporation shall not withhold its consent to an extension of a specified length permitting the School to diligently pursue a remedy until the default is corrected, provided that both the Lender and CSDC permit such extension.

(e) School shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of its creditors, or shall fail to pay its debts as they become due, or shall take any action in furtherance of any of the foregoing;

(f) an involuntary case or other proceeding shall be commenced against School seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 120 days; or

(g) the estate or interest of School in the Leased Property shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within 90 days after such levy or attachment, unless School shall be contesting such levy or attachment in accordance with the requirements of Sections 7.02 and 8.03.

The foregoing provisions of this Section are subject to the following limitations: (i) the School shall be obligated to pay Rent only during the Lease Term, except as otherwise expressly provided in this Lease; and (ii) if, by reason of Force Majeure, the School shall be temporarily relieved of such obligation. The School agrees to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the School from carrying out its obligations under this

Lease; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the School.

**Section 11.02. Remedies on Default.** Whenever any Event of Default referred to in Section 12.01 hereof shall have happened, the Corporation or its assignee, may take any action which is permitted as a remedy under the Loan or Security Agreement.

**Section 11.03. Corporation — Event of Default — Remedy.** Should the Corporation fail, at any time, to abide by Article V, the School may declare an Event of Default and, unless the Board adopts an action, in its sole discretion waiving such Event of Default, the School may thereafter cease payments under this Lease and vacate the Leased Property.

**Section 11.04. No Remedy Exclusive.** No remedy herein conferred upon or reserved to on behalf of the Corporation, is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation, to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**Section 11.05. Waivers.** The Corporation shall have the power to waive provision of this Article to the extent such waiver does not compromise the rights of third parties or reflects waivers granted by such third parties.

## **ARTICLE XII MISCELLANEOUS**

**Section 12.01. Indemnification Covenants.** To the extent permitted by law and subject to the limits of liabilities and immunities provided under the Colorado Governmental Immunity Act, Article 10, Title 24, Colorado Revised Statutes, as amended, the School shall and hereby agrees to indemnify and hold the Corporation harmless against and from all claims, by or on behalf of any person or legal entity arising from the execution of this Lease or from any work or thing done on or with respect to, the Leased Property during the Lease Term from: (a) any conditions of the Leased Property; (b) any action of negligence of the School or any of its agents, contractors or employees or any violation of law by the School or breach of any covenant or warranty by the School hereunder, or any claim or allegation of any of the foregoing; and (c) any act or omission of the School or any of its agents, members, officers or directors, which act or omission shall include any and all claims or potential claims arising at law or in equity which are or may be asserted against the Corporation, its agents, officers or directors, including, but not limited to claims of negligence, breach of contract, breach of fiduciary duty and any alleged violation of any law, ordinance or regulation. To the extent permitted by law, the School shall indemnify and hold harmless the Corporation and its officers and directors, in their official and personal capacity, for any and all actions related to the Leased Property.

**Section 12.02. Manner of Giving Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when (a)

mailed by certified or registered mail, postage prepaid, (b) deposited with any nationally recognized overnight delivery service that routinely issues receipts, or (c) personally delivered by any courier service that routinely issues receipts: if to the School, to Juniper Ridge Community School, 640 24 ½ Road, Grand Junction, CO 81505, Attention: President, Juniper Ridge Community School Board; if to the Corporation, to Juniper Ridge Building Corporation, Attention: President, Juniper Ridge Building Corporation Board. The School and the Corporation may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 12.03. Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon the Corporation and the School and their respective successors and assigns.

**Section 12.04. No Individual Liability.** All covenants, stipulations, promises, agreements and obligations of the School or the Corporation, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of these entities and not of any member, director, officer, employee, servant or other agent of the School or the Corporation in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the School or the Corporation or any natural person executing this Lease or any related document or instrument.

**Section 12.05. Amendments, Changes and Modifications.** This Lease may be amended, changed, modified or altered only through execution of a subsequent document in the same manner as this Lease is executed.

**Section 12.06. Events Occurring on Days that are not Business Days.** If the date for making any payment or the last day for performance of any act or the exercising of any right under this Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

**Section 12.07. Severability.** In the event that any provision of this Lease, other than the requirement of the School to pay Rent, the requirement of the Corporation to provide quiet enjoyment of the Leased Property and the requirement that the obligations of the School to pay Rent is conditioned upon the prior specific appropriation by the School of amounts for such purposes in accordance with the requirements of State law, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 12.08. Execution in Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 12.09. Applicable Law.** The laws of the State and rules and regulations issued pursuant thereto, as the same may be amended from time to time, shall be applied in the interpretation, execution and enforcement of this Lease. Any provision of this Lease which is

otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Lease to the extent provided in 12.07.

**Section 12.10. Captions.** The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

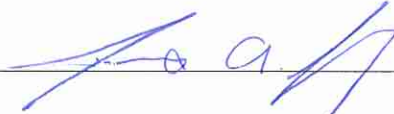
**Section 12.11. Electronic Storage.** The Parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 12.12. Estoppels.** Each Party hereto agrees that at any time and from time to time during the Lease Term, it shall promptly, but in any event not later than 15 days after request by the other Party hereto, execute, acknowledge and deliver to such other Party or to any prospective purchaser, assignee, or transferee, or to any third party designated by such other party, a certificate stating that, to the actual knowledge of the signor (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which Rent has been paid; (c) whether or not there is any existing Event of Default by the School in the payment of any Rent or other sums payable hereunder to the knowledge of the signer after due inquiry and investigation beyond any applicable grace period, and whether or not there is any other existing default by either Party hereto with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the Party executing such certificate.


IN WITNESS WHEREOF, the Corporation and the School have executed this Lease as of the 1<sup>st</sup> day of July, 2019.

MONUMENT VIEW MONTESSORI  
CHARTER SCHOOL BUILDING  
CORPORATION, as lessor

By  \_\_\_\_\_  
President

Attest:  \_\_\_\_\_

MONUMENT VIEW MONTESSORI  
CHARTER SCHOOL, as lessee

By  \_\_\_\_\_  
Head of School

Attest: Car Res \_\_\_\_\_

EXHIBIT A --- LEASED PROPERTY






**AUTHORIZATION FOR ACH PAYMENTS**

I authorize Charter Schools Development Corporation to initiate electronic debit entries to my Checking or Savings account. This authority will remain in effect until I notify Charter Schools Development Corporation in writing to cancel in such time as to afford Charter Schools Development Corporation a reasonable opportunity to act. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Date	7/12/2019
Name of Financial Institution	Alpine Bank
Address of Financial Institution (City, State, and Zip Code)	125 N. Park Sq. Fruita CO. 81521
Routing / Transit Number	102103407
Account Number	8910327645
Account Name	Nick Zielinski, Head of School, (937) 361-3189, n.zielinski@mvmcharter.org
School Contact (Name, telephone number and e-mail address)	Nick Zielinski, Head of School, (937) 361-3189, n.zielinski@mvmcharter.org
School Mailing Address	1956 US-6, Fruita, CO 81521

  
Signature

7/12/2019  
Date

Past-president, Board of Directors  
Title

**PLEASE KEEP A COPY OF THE COMPLETED AND SIGNED AUTHORIZATION FORM FOR YOUR RECORDS**