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LEASE

THIS LEASE is entered into as of this 1st day of May 2023, by and between Golden Arrow Investment, LLC a California Limited Liability Company hereinafter ("LESSOR") and Northern United Siskiyou Charter School, hereinafter ("LESSEE").

RECITALS

- A. LESSOR is the owner of the Premises located in the City of Yreka, County of Siskiyou, State of California, commonly known as 505 S. Broadway, Yreka, California, which comprises approximately 5400 square feet ("the Premises"). Included both buildings. LESSEE can use the upstairs for office. Lessor know upstairs is not included.
- B. LESSEE desires to lease the Premises from LESSOR and LESSOR desires to lease the Premises to LESSEE upon the terms, conditions and covenants as hereinafter set forth.

WITNESSETH

In consideration of the leasing of the Premises to LESSEE and the rents to be paid by LESSEE to LESSOR, the parties to this Lease AGREE AS FOLLOWS:

1. **TERM** The initial term of this Lease shall be for a period of 1 year and 0 months. The initial term shall commence on July 1st, 2023 ("the Commencement Date"). The lease will automatically terminate on June 30th, 2024 ("the Termination Date").

2. **RENT**

2.1 **Base Rent**

Commencing June 1st, 2023 and continuing for the remainder of the lease term, rent shall be Thirty seven fifty Dollars (\$3750.00) per month. Rent shall be due on the last day of the month preceding the month for which rent is due. Rent for July 1, 2023 is due upon signing of this Lease in addition to the security deposit identified in Section 2.2 herein.

2.2 **Late Charge**

LESSEE acknowledges that late payment of rent may cause LESSOR to incur costs and expenses, the exact amount of such costs being extremely difficult and impractical to fix. Such costs may include, but are not limited to, processing and accounting expenses, late charges that may be imposed on LESSOR by terms of any loan secured by the property, costs for additional attempts to collect rent, and preparation of notices. Therefore, if any installment of rent due from LESSEE is not received by LESSOR within five (5) calendar days after date due, LESSEE shall pay to LESSOR an additional sum of Fifty and 00/100 Dollars (\$50.00) as a late charge and collection fee, which shall be deemed additional rent. The parties agree that this late charge represents a fair and

reasonable estimate of the costs that LESSOR may incur by reason of LESSEE's late payments. Acceptance of any late charge shall not constitute a waiver of LESSEE's default with respect to the past due amount, or prevent LESSOR from exercising any other rights and remedies under this agreement, and as provided by law.

2.3 Security Deposit

Upon execution of this lease and prior to this Lease becoming effective, LESSEE shall pay to LESSOR a security deposit in the amount of \$ 0 in addition to the prepayment of rent identified in Section 2.1 herein. The deposit shall be held by LESSOR as security for the faithful performance by LESSEE of all provisions of the Lease. If LESSEE fails to pay rent or other sums due under this Lease or defaults with respect to any provision of this Lease, LESSOR may use, apply or retain all or any portion of the deposit for the payment of rent or other sums in default, for the payment of any sums to which LESSOR may become obligated because of LESSEE'S default, or to compensate LESSOR for any loss or damage that LESSOR may suffer because of the LESSEE'S actions. LESSOR shall not be obligated to keep the deposit separate from LESSOR'S general accounts nor shall LESSEE be entitled to any interest on the deposit while in LESSOR'S possession, custody or control.

2.4 No Waiver

Acceptance by LESSOR of any moneys paid to LESSOR by LESSEE as rental for the premises, as shown by any monthly or yearly statement furnished by LESSEE, shall not be an admission of the accuracy of said yearly statement or of the amount of said rental payment.

3. USE

3.1 Use of Premises

LESSEE will use the premises for Charter School and related activities and for no other purpose without the prior written consent of the LESSOR. Should LESSEE discontinue its business upon the premises, nothing herein shall relieve LESSEE of his obligations under this Lease.

3.2 Compliance with Law

LESSEE shall, at LESSEE's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, order and requirements enacted or adopted by governmental authorities which regulate the use of the premises by LESSEE. LESSEE shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance.

4. REPAIRS AND MAINTENANCE

LESSEE shall properly use and operate all leased property and fixtures and keep them as clean and sanitary as their condition permits. Excluding ordinary wear and tear, LESSEE shall notify LESSOR and pay for all repairs or replacements caused by LESSEE(S) or LESSEE'S invitees' negligence or misuse. LESSOR's personal property is not insured by LESSEE

5. ALTERATIONS AND TITLE TO IMPROVEMENTS

LESSEE shall have the right to make alterations, additions, and improvements to the Premises ONLY AFTER RECEIVING PRIOR WRITTEN CONSENT FROM LESSOR. All alterations, additions or improvements which may be made on the Premises shall become part of the Premises and remain upon and be surrendered with the Premises at the expiration of this Lease. Notwithstanding the provisions of this Section 5, LESSEE's Trade Equipment (as defined below in Section 6) shall remain the property of LESSEE and may be removed by LESSEE at the expiration of this Lease.

All improvements must be completed in compliance with all building codes, ordinances, statutes and regulations in a good and workman like manner. Any work not done personally by LESSEE shall be performed by a California licensed contractor. The contractor must have liability insurance for any injuries which might occur as a result of his work and proof of said insurance shall be provided to LESSOR prior to commencement of said work. Proof of workers compensation insurance shall be provided by LESSEE to LESSOR for all persons who provide labor at the Premises except for LESSEE and any independent contractors with proper liability insurance.

6. LESSEE'S TRADE EQUIPMENT

LESSOR hereby acknowledges that LESSEE may install certain items of machinery, equipment and other trade fixtures ("Trade Equipment") in the Premises, some of all of which will be financed by an institutional lender (e.g. bank, insurance company, pension fund, etc.) or owned by an equipment rental company and rented to LESSEE. LESSOR shall recognize the rights of any such institutional lender or equipment lessor in such Trade Equipment that is attached or affixed to the Premises. LESSOR expressly waives any claim arising by reason of any LESSOR's lien or otherwise with respect to any Trade Equipment, and agrees that any of such Trade Equipment may be removed and disposed of without reference to and free and clear of any claim or other demand of LESSOR other than the responsibilities to repair any physical damage resulting from the removal.

7. UTILITIES

LESSEE shall pay for all utilities supplied to the Premises including, but not limited to, power, sewer, water and garbage service.

8. INSURANCE

8.1 Liability Insurance

LESSEE shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring LESSOR and LESSEE against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The insurance must cover the type of business LESSEE intends to operate. Such insurance shall be in an amount of not less than \$500,000 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$1,000,000 for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure LESSOR and LESSEE against liability for property damage of at least \$500,000. The insurance shall name the LESSOR as an additional insured. If LESSEE shall fail to procure and maintain such insurance,

LESSOR may, but shall not be required to, procure and maintain the same, but at the expense of LESSEE.

8.2 Property Insurance

LESSEE shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the premises and furniture, fixtures and equipment, in the amount of the full replacement value, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk). Such insurance shall provide for payment for loss thereunder to LESSOR.

8.3 Insurance Policies

LESSEE shall furnish LESSOR with certificates evidencing the existence and amounts of such insurance at the commencement of the Lease and upon each renewal of the insurance policies. No such policies shall be cancelable or subject to reduction of coverage except after **thirty (30) days** prior written notice to LESSOR. LESSEE may satisfy its obligations to insure by use of a "blanket" or "umbrella" policy or policies of insurance; provided, however, that the interests of LESSOR shall be as fully protected as if LESSEE had obtained individual policies of insurance pertaining only to the Premises.

8.4 Insurance Lapse

If any insurance required herein lapses or coverage cease to exist for any reason, LESSEE shall immediately cease all use of the Premises until insurance coverage is restored and satisfactory proof has actually been received by LESSOR.

9. DAMAGE OR DESTRUCTION

In the event the improvements on the leased Premises are damaged or destroyed partially or totally, from any cause whatsoever by LESSEE or LESSEE'S invitees, LESSEE shall repair, restore, and rebuild the Premises to a condition equivalent in function and value to that existing immediately prior to such damage or destruction and this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. The proceeds of any insurance maintained under Section 8.2 shall be made available to LESSEE for payment of the cost and expense of the repairs.

10. PREMISES AND PERSONAL PROPERTY TAXES

LESSEE shall pay all personal property taxes applicable to the premises during the term of this Lease. All such payments shall be made prior to the delinquency date of such payment. LESSEE shall promptly furnish LESSOR with satisfactory evidence that such taxes have been paid. If any such taxes paid by LESSEE shall cover any period of the time prior to or after the expiration of the term hereof, LESSEE's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and LESSOR shall reimburse LESSEE to the extent required. LESSOR shall pay all Premises taxes.

10.1 Definition of "Premises" Taxes

As used herein, the term "Premises tax" shall include any form of assessment, license fee, tax, levy or penalty imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage, or other improvement district thereof. Nothing herein shall require or be construed to require LESSEE to pay any inheritance, estate, succession, transfer, gift, franchise, income, rental or profit tax that are or may be imposed upon LESSOR, or LESSOR's heirs, successors or assigns.

11. CONDEMNATION

If the Premises or any portion thereof are taken under the power of eminent domain, or sold by LESSOR under threat of the exercise of said power (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date of the condemning authority takes title or possession, whichever occurs first. If more than fifty percent (50%) of the floor area of any buildings on the Premises, or more than fifty percent (50%) of the land area of the Premises not covered with buildings, or any of the driveways, entryways or approaches to the Premises, is taken by condemnation, LESSEE may terminate this Lease as of the date of the condemning authority takes possession by notice in writing of such election within twenty (20) days after LESSOR shall have notified LESSEE of the taking or, in the absence of such notice, then within twenty (20) days after the condemning authority shall have taken possession.

If this Lease is not terminated by LESSEE then it shall remain in full force and effect as to the portion of the Premises remaining, provided the rental shall be reduced in proration to the floor area of the buildings taken within the Premises as bears to the total floor area of all buildings located on the Premises. In the event this Lease is not so terminated then LESSOR agrees, at LESSOR's sole cost, to as soon as reasonably possible, restore the Premises to a complete unit of like quality and character as existed prior to the condemnation. All awards for the taking part of the Premises or any payment made under the threat of the exercise of power of condemnation shall be the property of LESSOR, whether made as compensation for diminution of value of the leasehold or for the taking of the fee or as severance damages; provided, however, that LESSEE shall be entitled to any award for loss of or damage to LESSEE's trade fixtures and removable personal property.

12. ASSIGNMENT AND SUBLETTING

12.1 Prohibition

LESSEE shall not assign, sublet, mortgage, or otherwise encumber all or any portion of its interest in this Lease or in the Premises without obtaining prior written consent of LESSOR, which shall not be unreasonably withheld, except that LESSOR may, in its discretion, exercise any of the options set forth in Section 13.4 in certain circumstances. Any such attempted assignment, subletting mortgage or other encumbrance without such consent shall be null and void and of no effect.

12.2 No Waiver

No permitted assignment, subletting, mortgage or other encumbrance of LESSEE's interest in this Lease shall relieve LESSEE of its obligation to pay rent and to perform all of the other

obligations to be performed by LESSEE hereunder. LESSOR's acceptance of rent from any other person shall not be deemed to be a waiver by LESSOR of any provision of this Lease or be a consent to any subletting, assignment, mortgage or other encumbrance. LESSOR's consent to any sublease, assignment, mortgage or other encumbrance shall not be deemed to constitute consent to any other attempted subletting, assignment, mortgage or other encumbrance.

12.3 Required Information

If LESSEE desires to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify LESSOR of its desire to do so and shall submit in writing to LESSOR not less than thirty (30) days prior to such assignment or subletting (1) The name of the proposed SUBLESSEE or Assignee, (2) The nature of the proposed SUBLESSEE's or Assignee's business to be carried on in the Premises, (3) The terms and provisions of the proposed sublease or assignment form, and (4) Such financial information as LESSOR may reasonably request concerning the proposed SUBLESSEE or Assignee.

12.4 Lessor's Rights

At any time within thirty (30) days after LESSOR's receipt of the information specified in Section 12.3, LESSOR may give written notice to LESSEE elect:

(a) To sublease the premises or to take an assignment of LESSEE's leasehold estate hereunder upon the same terms as those offered to the proposed SUBLESSEE or Assignee, as the case may be;

(b) During the first three years of the 10 year lease period, LESSEE shall not have the right to sublet or assign this lease without prior written consent by LESSOR.

(c) To consent to such assignment or subletting either without conditions or upon the condition that any rent or other consideration received by LESSEE in excess of the rent provided herein be paid to LESSOR;

(d) Subject to the requirement of reasonableness, to refuse to grant consent to such assignment or subletting.

12.5 ASSUMPTION

As a condition to LESSOR's written consent as provided for in this section, LESSEE shall deliver to LESSOR an executed copy of any assignment or agreement relating to the Premises. Any Assignee shall assume, in full, LESSEE's obligations under this Lease. LESSOR's collection or acceptance of rent or other payment from any person other than LESSEE shall not be deemed a waiver of any provision of this section, acceptance of any Assignee or Subtenant as the LESSEE hereunder, or a release of LESSEE from any obligation under this Lease.

13. LESSOR'S ACCESS TO PREMISES

LESSOR shall have reasonable rights of access to the Premises for the purpose of inspecting the condition thereof from time to time throughout the term of this Lease and any renewals thereof.

14. SURRENDER OF PREMISES

LESSEE shall, after the last day of the Lease term or upon any earlier termination of such term, surrender and yield the Premises to LESSOR, broom clean, in good order, condition, and state of repair, reasonable wear and tear excepted.

15. DEFAULTS; REMEDIES

15.1 Defaults

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by LESSEE:

(a) The failure by LESSEE to make any payment of rent or any other payment required to be made by LESSEE hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE.

(b) The failure by LESSEE to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by LESSEE, other than described in Paragraph (a) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE; provided however, that if the nature of LESSEE's default is such that more than thirty (30) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(c) (i) The making by LESSEE of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.

15.2 REMEDIES FOR DEFAULT BY LESSEE

Upon default, LESSOR may exercise one or more of the following remedies in addition to any other remedies available under applicable law:

(a) LESSOR may terminate the Lease by notice to LESSEE. Termination shall be without prejudice to LESSOR's right to recover damages for the default.

(b) LESSOR may terminate LESSEE's right to possession of the Premises and retake possession if necessary, and relet the Premises upon any reasonable terms.

(c) Whether or not the Lease is terminated or possession is retaken, LESSOR may recover all damages caused by the default. LESSOR may, in one action, recover accrued damages

plus damages attributable to the remaining term of the Lease equal to the present value of the difference between the rent under this Lease and a reasonable rental value of the Premises.

16. NOTICES

Whenever under this Lease provision is made for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, Certified/Return Receipt Requested with postage prepaid, addressed at the addresses set forth herein below:

TO LESSOR AT: *Golden Arrow LLC* *P.O. Box 796*
Todd Whipple - member *Monteque CA 96064*
(530) 598-7366

TO LESSEE AT: *Kirk Miller* *(530) 842-4509 Ext 219 Office*
423 S. Broadway *(530) 925-1463 Cell*
Yreka CA 96097

17. GENERAL PROVISION

17.1 Successors and Assigns

The terms, conditions and covenants of this Lease shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns, and shall run with the land.

17.2 Severability

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

17.3 Captions

Section and paragraph caption are included only for the convenience of the parties and shall not have the effect of defining, diminishing or enlarging the rights of the parties or affecting the construction or interpretation of any provision of this Lease.

17.4 Incorporation of Prior Agreements; Amendments

This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

17.5 Recording This Lease shall not be recorded. Upon LESSEE's request LESSOR shall execute and acknowledge a memorandum of this Lease in a form suitable for recording, and LESSEE may record the Memorandum.

17.6 Attorney's Fees If either party brings an action to enforce the terms hereof or to declare the rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his/her reasonable attorney's fees to be paid by the losing party as fixed by the court.

LESSOR:

Gold Arrow Investments, LLC

LESSEE:

Todd W. Whipple
Todd W. Whipple, - member

Stacey R. Whipple,

By: *Kirk Miller*
School Director / Title President
Northern United - Siskiyou Charter School
2120 Champion Rd Suite H
Eureka, CA 95503

By: