

**EAST COMMERCE USE AGREEMENT BETWEEN
NATOMAS UNIFIED SCHOOL DISTRICT
AND
P20 CONSORTIUM**

This East Commerce Use Agreement (“Agreement”) is made and entered into by and between the Natomas Unified School District (“District”) and P20 Consortium.

WHEREAS, P20 Consortium is a nonprofit public benefit corporation that operates the Natomas Pacific Pathways Prep Elementary School (“NP³ ES” or “Charter School”) pursuant to a Charter as approved by the District’s Board of Trustees on February 10, 2016;

WHEREAS, the District and Charter School desire to execute this Agreement to memorialize the mutual understanding of the parties regarding the Charter School’s lease of a facility from a private third-party for the purpose of operating the Charter School’s “NP³ ES.” (A true and correct copy of the Charter School’s lease is attached hereto as “Exhibit A”). The facility is located within the District’s boundaries at 4400 E. Commerce Way, Sacramento, California 95834 (“Site”). The Charter School’s lease of the Site is consistent with its Charter and in lieu of Education Code section 47614 and its implementing regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is hereby agreed by and between the parties as follows:

1. Use of the Site. The Charter School shall continue to lease the Site to operate its “NP³ ES” serving students in grades TK-5 in the 2016-17, 2017-18, and 2018-19 school years and shall provide a copy of that lease to the District within thirty (30) calendar days of the parties’ execution of this Agreement. Except as set forth below, the Charter School shall be solely responsible for all costs associated with its lease of the Site, including but not limited to all lease payments, utilities, maintenance and custodial services, renovations or construction, insurance, alarm systems, etc. The District shall annually contribute a maximum dollar amount equal to Fifty percent (50%) of the Charter School’s monthly lease rent of the Site in the 2016-17, 2017-18, and 2018-19 school years, to be disbursed by the District in quarterly installments in July, October, January, and April of each school year. The Charter School’s monthly lease rent for the Site is set forth in Exhibit A as follows: 2016-17 at \$28,600.00 per month; 2017-18 at \$29,400.00 per month; and 2018-19 at \$30,190.00 per month. The Charter School shall be solely responsible for providing and maintaining in good repair and operating condition all equipment and materials to furnish, equip, and update the Site for their “NP³ ES” programs.

2. Acknowledgement of Suitability, Compliance, and Waiver. By executing this Agreement, the Charter School acknowledges that it has conducted a reasonable inspection of the Site and determined the Site is safe, adequate, and appropriate, with suitable and sufficient furnishings and equipment in place, to conduct its operations. The Charter School acknowledges and agrees that the District has complied with all obligations under Education Code section 47614 and its implementing regulations, if any, for the 2016-17 through 2018-19 school years and throughout the Charter School’s use of the Site. The Charter School and District mutually agree that this Agreement is executed by the parties consistent with the Charter in lieu of and as an alternative to specific compliance with Education Code section 47614 and its implementing regulations. Accordingly, the Charter School knowingly waives and releases the District from any and all claims regarding Education Code section 47614 and its implementing regulations,

including but not limited to any claims regarding substantive or procedural compliance with Proposition 39 during the term of the Charter.

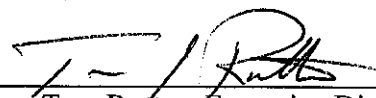
3. Indemnity. The Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site arising from, or in connection with, the Charter School's lease and/or use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site; the Charter School's obligation to defend the District and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

4. Non-Material Amendment. The parties agree that this Agreement shall constitute a non-material amendment to the Charter and shall become a part of that document as if fully set forth therein. The parties agree to meet, negotiate, and execute in good faith any further agreements required by this Agreement between the parties.

Date: _____

Date: 5/6/16 _____

By: _____
Chris Evans, Superintendent
Natomas Unified School District

By:  _____
Tom Rutten, Executive Director
NP³ Elementary School