

New Mexico Public Education Commission



2023 Charter School Renewal Application

Part E: Facilities

SOUTHWEST SECONDARY LEARNING CENTER

Charter Schools Division
Public Education Department
300 Don Gaspar Ave.
Santa Fe, NM 87501
(505) 827-6909
charter.schools@ped.nm.gov

Approved by the Public Education Commission: March 18, 2022

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Instructions

Please read the entire Charter School Renewal Application Kit before preparing documents. In an effort to help applicants understand the requirements of the Renewal Application, the CSD will hold a minimum of two technical assistance workshops. Applicants will be notified of the dates, times, and locations of the workshops.

Enter applicant responses in boxes below. Answer all questions unless the question indicates that applicants should answer only under certain conditions (e.g., rating on a Performance Framework indicator requires explanation, etc.). Narrative responses should be verifiable through documents submitted or observable evidence at the renewal site visit.

School Information

Name of School: Southwest Secondary Learning Center
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Facilities Narrative

Provide a description of the charter school facilities. Enter applicant response in box below:

School response:

Southwest Secondary Learning Center is located at 10301 Candelaria Rd in the NE heights of Albuquerque on the northwest corner of Candelaria and Morris. The main facility is approximately 43,000 square feet, and there are 2 portable buildings comprising 4 classrooms on the grounds. SSLC executed a lease to purchase agreement on April 1, 2022, and the building is now publicly owned. SSLC has a sub-lease agreement with another state charter, Southwest Preparatory Learning Center, which serves students in grades 4-8. The facility includes common areas such as the gym, offices, lobby space, and an outdoor grass field. The gym includes a full basketball court, indoor soccer field, and a weight room. The gym also serves as a lunch space and has seating with tables for eating and moveable bleachers for sports events. Gymnasium lighting was upgraded to LED lighting in spring 2023 via capital outlay funds. Funds will also be used for sound abatement in this large space to reduce noise and echo,
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allowing it to also be used as a community meeting space (project underway, expected completion in October 2023).

SSLC's primary instructional space is the Main Lab. In Main Lab, students access their online core curriculum with the support of in-person content teachers.

Main Lab



Main Lab



The Smart Lab is SSLC's hands-on S.T.E.A.M. lab. In the summer of 2022, SSLC utilized funds from a capital outlay award to upgrade Smart Lab computers to Windows 11, providing Career Technical Education students with the most current and realistic technological environment possible.

Smart Lab



Smart Lab



SSLC added 4 portable classrooms in 2020. These rooms house SSLC’s intensive instruction courses, ancillary provider services, and the Support Lab that services students with an IEP.

Exterior Portable Courtyard



Portable Classroom Interior



The exterior of the facility and parking lot is fenced, and additional security fences surround the building, SSLC portables, grass field, and outdoor courtyard/pavilion space. The courtyard is paved and furnished with outdoor tables with benches. SSLC students use this space for outdoor lunch time, recreation, and PE classes take place on the field (weather permitting).

Outdoor Shaded Area



Grass Field

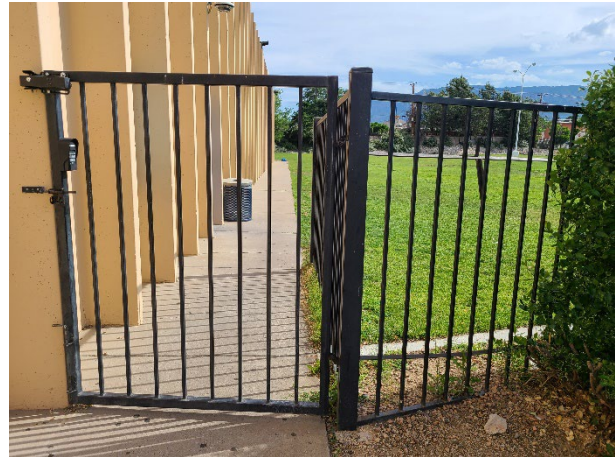


Gates to the outdoor areas require a code to gain access, which helps keep the grounds secure. An extensive camera and lock down system were installed in 2020 through a capital outlay award. The front doors were upgraded from store front glass to security doors. A camera, doorbell, and microphone secure the front entry, so all visitors are identified before gaining access and must be buzzed into the building. All exterior doors remain locked and can only be accessed with a key or card reader. The lockdown system enables interior doors to be locked at once in case of emergency, restricting new entry throughout the building. Students always have free egress to exit as only entry is restricted by the locked doors.

Secure front entry



Secured gate to outdoor areas



A bathroom remodel is needed, and SSLC is investigating options for a full renovation and expansion or a refresh of existing fixtures. Capital outlay funds in the amount of \$275,000 were designated for this project, and the award is anticipated in fall 2023.

The school’s Facilities Master Plan is current through December 2024.

Appendices

Include the following appendices as PDFs, using the following naming conventions. In place of “School Name” please use a short form of the school’s name, with the same form used consistently for all appendices.

	File Name	Documentation
E-1	E-1 E-Occupancy School Name	E-Occupancy Certificate
E-2	E-3 Lease Agreement School Name	A copy of the facility lease agreement, if applicable
E-3	E-4 Facility Master Plan School Name	Facility Master Plan

Certificate of Occupancy

City of Albuquerque
Planning Department
Building Safety Division

This Certificate, issued pursuant to the requirements of Section 308 of the Albuquerque Uniform Administrative Code, certifies that at the time of issuance this structure was in compliance with the above code and other technical codes and city ordinances regulating building construction or use.

Building Address 10301 Candelaria Rd NE Zip _____

Portion of Building Remodel (Change of Occupancy)

Use Classification Commercial Project Bldg. Permit No. 0410324

Occupancy Group E1 A2.1 & B Type of Construction II 1hr Land Use Zone _____

Owner of Building Saylor Properties Trust Address 10301 Candelria Rd NE ABQ NM

By: Argyllis Villanueva

Date: March 21, 2005

Bob Williams

Chief Building Official

POST IN A CONSPICUOUS PLACE

LEASE PURCHASE ARRANGEMENT

dated as of April 1, 2021,

by and between

SAYLOR FAMILY TRUST, LLC,
A New Mexico limited liability company,

and

SOUTHWEST SECONDARY LEARNING CENTER,
a New Mexico public charter school.

THIS LEASE PURCHASE ARRANGEMENT, dated as of April 1, 2021 (“Agreement”), is made and executed by and between Saylor Family Trust, LLC, a New Mexico limited liability company as Lessor (“Lessor”), and Southwest Secondary Learning Center, a New Mexico public charter school as lessee (“School”).

RECITALS

A. School is a public charter school as defined in NMSA 1978, §22-8B-2(A), authorized by the New Mexico Public Education Commission (“PEC”), and may enter into a “lease purchase arrangement” or “financing agreement” as those terms are defined in the singular in NMSA 1978, §22-26A-3(A), part of the Public School Lease Purchase Act, NMSA 1978, Chapter 22, Article 26A (“Public School Lease Purchase Act”).

B. School’s governing body has determined that it is necessary, desirable, and in School’s best interest, subject to separate statutory approval by the Public Education Department (NMSA 1978, §22-26A-4(B)) and the Public School Facilities Authority (NMSA 1978, §22-20-1(A)(2)), to acquire from Lessor through a lease purchase arrangement the existing land and improvements located at 10301 Candelaria NE, Albuquerque, NM, 87112 (the “Property”), and certain tenant improvements (“Improvements”) to the Property to be completed by Lessor as described herein. The Property and Improvements are referred to hereafter as the “School Site.”

C. School currently leases the Property from Lessor pursuant to that certain “New Mexico Public School Facilities Authority charter School Lease” dated July 1, 2020 through June 30, 2024 (“Current Lease”) and has determined that the Property is suitable for its educational program as described in its charter contract with the PEC. The parties agree that if this Agreement is approved, the Current Lease will be canceled with no further obligations to the School.

D. Lessor is a limited liability company duly organized, in good standing, and existing under the Limited Liability Company Act, NMSA 1978, §53-19-1, *et seq.*, and is authorized to own and manage its properties, to conduct its affairs in the State of New Mexico, to lease and sell the School Site to School, and to otherwise act in the manner set forth herein.

E. The Base Rent and Additional Rent (both as hereinafter defined) payable by School under this Agreement shall constitute currently appropriated expenditures of School, and School shall for the Term authorize and appropriate the payments required hereunder for such years, to the extent and in the manner permitted by New Mexico law; provided, however, that no obligation for any lease payment hereunder, however defined or characterized herein, shall constitute a debt or multiple Fiscal Year direct or indirect obligation whatsoever of School, or a mandatory charge or requirement against School in any Fiscal Year (as hereinafter defined), beyond the Fiscal Year for which legally available funds have been appropriated.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration exchanged,

Lessor and School agree as follows:

ARTICLE I
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. Unless otherwise specified in this Agreement, the capitalized terms used herein shall have the meanings specified below.

“Additional Rent” means, as set forth in Section 5.3 of this Agreement, all amounts due by School under the terms hereof, other than Base Rent.

“Agreement” for all purposes herein and as to all appertaining exhibits and documents, means the same as either the term “lease purchase arrangement” or “financing agreement,” as these latter two terms are defined in the singular in NMSA 1978, §22-26A-3(A).

“Base Rent” means the amounts shown on Exhibit C attached hereto for the Term of this Agreement.

“Business Day” means any day other than a Saturday, Sunday, legal holiday, or other days on which banking institutions in the State of New Mexico are authorized by regulatory authorities to be closed.

“Commencement Date” means the date of execution of this Agreement by the parties after separate statutory approval by the Public Education Department and the Public School Facilities Authority, after which date the payment obligations hereunder will continue for a period not exceeding thirty (30) years after the date of execution, as prescribed by NMSA 1978, §22-26A-5(C).

“Current Lease” as the meaning ascribed to it in Paragraph B of the Recitals.

“Event of Default” has the meaning ascribed to it in Article XI of this Agreement.

“Event of Non-Appropriation” has the meaning ascribed thereto in Section 4.5(a) of this Agreement.

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

“Improvements” are as described in Exhibit B to this Agreement.

“Lease Purchase Arrangement” has the meaning ascribed to it in NMSA 1978, §22-26A-1, *et seq.*

“Lessor” has the meaning ascribed thereto in the introductory paragraph of this Agreement.

“Net Proceeds” means any insurance proceeds or condemnation award paid on the School

Site, remaining after payment of all costs and expenses, including attorney's fees, incurred in the collection of such proceeds.

"Option to Purchase" means the right of School to purchase the School Site pursuant to the terms of Article VI of this Agreement, and in accordance with the relevant provisions of the Public School Lease Purchase Act.

"Property" means land and improvements described in paragraph B of the Recitals and as further described in Exhibit A.

"Public School Lease Purchase Act" has the meaning ascribed thereto in paragraph A of the Recitals.

"Public Securities Act" means the Public Securities Act pursuant to NMSA 1978, §§6-14-1 through 6-14-3.

"Rent Commencement Date" means the date Lessor has completed the Improvements described in Exhibit B and all certificates of occupancy have been issued by the governmental entities with appropriate jurisdiction.

"Requirements of Law" means any material federal, state (specifically including New Mexico), or local statute, ordinance, rule, or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any applicable common-law doctrine, 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 any relating to environmental, health, or safety matters.

"School" has the meaning ascribed to it in the introductory paragraph of this Agreement.

"School Site" has the meaning ascribed to it in paragraph B of the Recitals herein and described in Exhibit A and Exhibit B hereto.

"Statewide Adequacy Standards" means the standards set forth in 6.27.30 NMAC (09/01/2002, as amended through 12/17/2019), and any subsequent amendments thereto promulgated by the Capital Outlay Council, applicable to the School Site and the Improvements, and any variances from those standards granted to School by the Capital Outlay Council pursuant to NMSA 1978, §22-8B-4.2(F)(2).

"Term" means the time period during which this Agreement is in effect, as provided in Section 4.1 hereof.

Section 1.2 Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

Exhibit A – Legal Description of the Property

Exhibit B – Lessor’s Improvements
Exhibit C – Base Rent Schedule
Exhibit D – Copies of the Public Education Department’s and Public School Facilities Authority’s respective approvals of this Agreement.

ARTICLE II
REPRESENTATIONS, COVENANTS, AND WARRANTIES

Section 2.1 Representations, Covenants, and Warranties of School. School represents, covenants, and warrants to Lessor as follows:

(a) It is a duly authorized and existing public school under the provisions of the Charter Schools Act, NMSA 1978, §22-8B-1, *et seq.* School is authorized by the Albuquerque Public Schools Board of Education.

(b) It has full power and authority to lease, operate, maintain, and acquire under an option to purchase the School Site, to execute and deliver this Agreement, and perform the related transactions in accordance with the relevant provisions of the Public School Lease Purchase Act and other applicable New Mexico statutes, and to carry out its obligations under this Agreement, subject to the limitations and conditions stated herein and the availability of sufficient appropriations and revenues therefor.

(c) Its representatives executing this Agreement have been duly authorized to execute and deliver it in accordance with the terms and provisions of the resolution duly passed and adopted by School’s governing body.

(d) Its governing body has complied fully with all the requirements of NMSA 1978, §22-26A-6, and those of NMSA 1978, §10-15-1 applicable to its actions with regard to this Agreement and the acquisition of the School Site through a lease purchase arrangement.

(e) It has immediate need for, and expects to make immediate use of, the School Site being leased with an option to purchase under this Agreement, which need, at the time of approval hereof, is not temporary or expected to diminish in the foreseeable future.

(f) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor 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 School is now a party or by which Lessor is bound or constitutes a default under any of the foregoing.

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

(h) It shall not transfer, lease, assign, mortgage, or encumber all or any portion of its interest under this Agreement, or the School Site, except in accordance with the terms and conditions hereunder and as provided by New Mexico law, including NMSA 1978, §22-26A-5(K) with respect to assignment of a lease purchase arrangement to: (i) a school district or School; or (ii) the State of New Mexico or one of its institutions, instrumentalities or other political subdivisions.

(i) The School Site shall be used and occupied only for educational and related purposes, and for no other purpose. No portion of the School Site shall be used primarily for pervasively sectarian purposes. School shall comply with all applicable state and federal laws and constitutional provisions prohibiting discrimination on the basis of disability, physical or mental handicap, serious medical conditions, race, creed, color, sex, gender identity, sexual orientation, spousal affiliation, national origin, religion, ancestry, need for special education services, or of any other protected class under either state or federal law.

(j) It shall conform to and comply with all applicable municipal, state, and federal laws, ordinances, rules and regulations in its use of the School Site, and School will not use or suffer to be used the School Site in any manner contrary to any applicable municipal, state, or federal laws, ordinances, rules or regulations, so as to create or cause to exist any nuisance or hazardous condition.

(k) It shall use its best efforts to purchase the School Site from Lessor with funds obtained from lease payment grant assistance from the Public School Capital Outlay Council in accordance with NMSA 1978, §22-24-4(I), or from other legally available funds at the earliest possible time according to the terms of this Agreement, but in no event shall this Agreement have a final payment date exceeding thirty (30) years after the date of its execution by the parties.

(l) Notwithstanding any other provisions of this Agreement, School's governing body represents, warrants and covenants that it has not directly or indirectly undertaken Lessor's debt under any obligation Lessor has related to the Property, nor has School pledged, transferred, or granted a security interest in, or assigned to any private third party, public funds, monies, grants, or other distributions received, or to be received, by School from or through the State of New Mexico, for the purpose of securing the payment of Lessor's financial obligations related to this property, if any, in violation of Article IX, Section 14 of the New Mexico Constitution, or in violation of Article IX, Section 11 of the New Mexico Constitution.

(m) To the knowledge of School and only for those periods it occupied the Property: (i) the Property has during the term of its past leases from Lessor been operating in substantial compliance with all Requirements of Law; (ii) all permits required by Requirements of Law in respect of the Property have been obtained and are in full force and effect and School is 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 or entity relating to, or alleging, any violation of any

Requirements of Law by the School in connection with the Property and there are no grounds on which any such litigation, investigation or proceedings might be commenced against the School; (iv) the Property is not subject to any judgment, injunction, writ, order, or agreement respecting any Requirements of Law arising out of actions by the School; (v) for the period covered by the prior leases between the School and Lessor, the School has not placed any hazardous substance (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601, *et seq.*, any applicable state law or regulations promulgated under either), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et seq.*, any applicable state law or regulations promulgated under either), special waste, petroleum or petroleum derived substance, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing on, in, or under the Property in violation of any Requirements of Law; (vi) there has been no disposal of any of the items referred to in clause (v) by the School on, from, into, or out of Property in violation of any Requirements of Law; and (vii) there has been no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing, or dispersing of any of the items referred to in clause (v) above by the School into the indoor or outdoor environment from, into, or out of the Property including the movement of any such items through or in the air, soil, surface water, ground water from, into, or out of the 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 Property in violation of any Requirements of Law.

(n) The School shall not use funds paid to it pursuant to NMSA 1978, § 22-26-1, *et seq.* (the Public School Building Act, a/k/a “HB33”) or NMSA 1978, § 22-25-1 *et seq.* (the Public School Capital Improvement Act, a/k/a “SB9”) for any purpose other than those authorized by applicable law.

Section 2.2 Representations, Covenants, and Warranties of Lessor. Lessor represents, covenants, and warrants to School as follows:

(a) It is a limited liability company duly organized, existing, and in good standing under the laws of New Mexico, is possessed of full power to purchase, own, hold, and lease (as owner and lessor) real and personal property, has all necessary power to lease and sell the School Site to School pursuant to this Agreement, and to execute, deliver, and perform its obligations under this Agreement and has duly authorized the execution, delivery, and performance of its obligations under this Agreement.

(b) It shall at all times maintain its legal existence and maintain all the rights and powers provided to it according to applicable federal and state law.

(c) This Agreement is enforceable against Lessor in accordance with its 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 Improvements have been designed and will be constructed to meet all educational occupancy standards as applicable pursuant to the Statewide Adequacy Standards. The School Site will be leased from Lessor in accordance with all Requirements of Law, specifically including those of New Mexico.

(e) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor 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 Lessor is now a party or by which Lessor is bound or constitutes a default under any of the foregoing.

(f) To the knowledge of Lessor, there is no litigation or proceeding pending or threatened against Lessor or any other person affecting the right of Lessor to execute and deliver this Agreement, or the ability of Lessor otherwise to comply with its obligations under this Agreement.

(g) To the knowledge of Lessor, Lessor has not received any notice that the School Site or its present use and condition violates any applicable deed restrictions or other covenants, restrictions or agreements, mortgages, or conditions of title or ownership, site plan approval, zoning or subdivision regulations, urban development plans, the laws statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, or requirements of any authorities governing or regulating the use and operation, or otherwise applicable to the School Site.

(h) To the knowledge of Lessor: (i) the Property has at all times been operated in substantial compliance with all Requirements of Law; (ii) all permits required by Requirements of Law in respect of the Property have been obtained and are in full force and effect and School is 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 or entity relating to, or alleging, any violation of any Requirements of Law in connection with the Property and there are no grounds on which any such litigation, investigation or proceedings might be commenced; (iv) the Property is not subject to any judgment, injunction, writ, order, or agreement respecting any Requirements of Law; (v) there is no hazardous substance (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601, *et seq.*, any applicable state law or regulations promulgated under either), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et seq.*, any applicable state law or regulations promulgated under either), special waste, petroleum or petroleum derived substance, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing located on, in, or under the Property in violation of any Requirements of Law; (vi) there has been no disposal of any of the items referred to in clause (v) on, from, into, or out of the Property in violation of any Requirements of Law; and (vii) there has been no spillage, leaking, pumping, pouring, emitting,

emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing, or dispersing of any of the items referred to in clause (v) into the indoor or outdoor environment from, into, or out of the Property including the movement of any such items through or in the air, soil, surface water, ground water from, into, or out of the 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 Property in violation of any Requirements of Law.

ARTICLE III AGREEMENT TO LEASE

Section 3.1 Agreement. Lessor hereby leases the School Site to School, and School hereby leases the School Site from Lessor with an option to purchase, upon the terms and conditions set forth in this Agreement, provided that the terms and conditions herein are not in contravention of any applicable New Mexico laws.

Section 3.2 Possession and Enjoyment. During the Term of this Agreement, Lessor shall provide School with quiet use and enjoyment of the School Site and during such term School shall peaceably and quietly have and hold and enjoy the School Site, without suit, trouble, or hindrance from Lessor, except as expressly set forth herein. Lessor will, at the request of School and at School's cost, join in any legal action in which School asserts its right to such possession and enjoyment to the extent Lessor may lawfully do so. Notwithstanding the foregoing, Lessor shall have the right to inspect the School Site as provided in Section 3.4 hereof.

Section 3.3 Use of School Site. The School Site shall be used and occupied only for educational and related purposes, and for no other purpose. No portion of the School Site shall be used primarily for pervasively sectarian purposes. School shall comply with all applicable state and federal laws and constitutional provisions prohibiting discrimination on the basis of disability, physical or mental handicap, serious medical conditions, race, creed, color, sex, gender identity, sexual orientation, spousal affiliation, national origin, religion, ancestry, need for special education services, or of any other protected class under either state or federal law.

Section 3.4 Lessor's Access to School Site. School agrees that following the Commencement Date of this Agreement, Lessor shall have for the Term the right, during School's normal working hours and regular business days, upon compliance with any security requirements imposed by School and upon reasonable notice, to enter on and examine and inspect the School Site for the purpose of assuring that it is being properly maintained, preserved, and kept in good repair and condition. School further agrees that Lessor shall have such rights of access to the School Site as may be reasonably necessary to cause the proper maintenance of the School Site in the event of failure by School to perform its obligations hereunder, provided that at no time shall Lessor be compelled or required to make any improvements, alterations, or additions to the School Site.

ARTICLE IV
TERM OF AGREEMENT

Section 4.1 Term of Agreement. The Term of this Agreement shall commence upon the Commencement Date, with a final lease payment date thirty (30) years (“Term”) from the Rent Commencement Date as defined in Section 5.2 and as set forth in Exhibit C, unless this Agreement is terminated earlier pursuant to Section 4.2 hereof.

Section 4.2 Termination of Agreement. This Agreement shall terminate upon the occurrence of any one of the following events:

- (a) the purchase of the School Site by School pursuant to Article VI hereof;
- (b) a default by School and Lessor’s election to terminate this Agreement pursuant to Article XI hereof;
- (c) a default by Lessor and School’s election to terminate this Agreement pursuant to Article XI hereof;
- (d) a decision by School’s governing body, in any Fiscal Year, not to continue this Agreement from year to year or to purchase the School Site in accordance with NMSA 1978, §22-26A-5(I);
- (e) an Event of Non-Appropriation; or
- (f) if School’s charter is revoked or not renewed by the PEC, and a subsequent decision by the district court on an appeal filed pursuant to NMSA 1978, §39-3-1.1 to not set aside, reverse or remand the Secretary of Public Education’s final decision on an appeal by School’s governing body filed pursuant to NMSA 1978, §22-8B-7(F). In no event shall the School’s governing body be required to file an appeal if to do so would be frivolous as determined by the governing body on advice of legal counsel.

Section 4.3 Termination of Agreement. Upon termination of this Agreement:

- (a) All unaccrued obligations of School hereunder shall terminate, but all obligations of School that have accrued hereunder prior to such termination shall continue until they are discharged in full, subject to the supervisory authority of the Public Education Department under NMSA 1978, §22-2-2(C); and
- (b) If the termination occurs because of the occurrence of an Event of Non-Appropriation under Section 4.5 (a) hereof or an Event of Default as defined in Article XI hereof: (i) School’s right to possession of the School Site shall terminate; and (ii) School shall vacate the School Site as set forth in 4.5(e). If termination occurs because of non-renewal or revocation of School’s charter, Lease Payments shall be paid through the date of closure, subject to: (i) the

supervisory authority of the Public Education Department under NMSA 1978, §22-2-2(C); and (ii) NMSA 1978, §22-8B-12.1 which provides that when a School is closed, its assets shall be distributed first to satisfy outstanding payroll obligations for employees of the School, then to creditors of the School and then to the State of New Mexico's treasury to the credit of the current school fund.

Section 4.4 Continuation of Agreement. In accordance with Article IX, Section 11 of the New Mexico Constitution and NMSA 1978, §§22-26A-5(I) and (J), the parties stipulate and agree that: (a) there is no legal obligation for School to continue this Agreement from year to year or to purchase the School Site; and (b) this Agreement shall terminate if sufficient money is not available to meet any current lease payment.

Section 4.5 Termination of Agreement due to Event of Non-Appropriation.

(a) An "Event of Non-Appropriation" shall mean: (i) the School not having sufficient money available to meet any current payment or obligation under this Agreement; (ii) a failure by the New Mexico Legislature to appropriate, or the Public Education Department to, in succession distribute, sufficient money to School to pay the Base Rent, Additional Rent or other financial obligation required under this Agreement; or (iii) a failure by School to appropriate sufficient amounts to proceed under Section 7.6(c)(ii) of this Agreement, following the occurrence of an event described in Section 7.6(a) hereof.

(b) In the event that School's governing body shall decide, in its sole discretion and consistent with New Mexico law, to exercise its statutory right to not continue this Agreement, effective on June 30 of any Fiscal Year, School shall give written notice, within five (5) Business Days of such decision, to Lessor. The exercise of School's statutory right to not continue this Agreement shall be conclusively determined: (a) by School governing body's decision to not appropriate by June 30 of any Fiscal Year sufficient amounts to pay all lease payments due in the ensuing Fiscal Year; or (b) upon the occurrence of any of the other Event of Non-appropriation as defined herein.

(c) Any decision not to continue this Agreement shall be made solely by School's governing body, and not by any other School agency or official, except as otherwise provided under the Public School Code, NMSA 1978, Chapter 22 [except Article 5A of the Public School Code.]

(d) If an Event of Non-appropriation occurs, School shall not be obligated to pay the Base Rent or Additional Rent or any other payments provided for herein beyond the amounts specifically appropriated by School's governing body for the Fiscal Year during which such Event of Non-appropriation occurs; provided, however, that School shall continue to be liable for Base Rent and Additional Rent, to the extent payable from legally available funds allocable to any period during which School continues to occupy or retain possession of the School Site.

(e) The School shall in all events vacate the School Site and surrender it to

Lessor, by June 30th following an Event of Non-Appropriation.

ARTICLE V
AGREEMENT LEASE PAYMENTS

Section 5.1 Lease Payments.

(a) Base Rent. School agrees to pay Lessor, its successors and assigns, for the right to use, improve, and acquire by purchase the School Site, and Lessor agrees to accept, as full lease payment for the School Site a sum equal to the monthly Base Rent set forth in Exhibit C to this Agreement. The first Base Rent payment is due and payable on the first day following issuance of required certificates of occupancy for the Improvements (“Rent Commencement Date”), and thereafter, on the first day (1st) day of each month thereafter during the Term of this Agreement.

(b) Interest Rate. The Interest Rate charged on the balance of the Purchase Price as defined in Section 6.10 and is as set forth in Exhibit C, is six percent (6%) per annum for the duration of this Agreement.

(c) Allocation of Base Rent. A portion of each Base Rent payment is paid as and represents payment of the principal and interest component of each payment made under this Agreement, in accordance with NMSA 1978, §22-26A-5(F). Upon receipt of each payment of Base Rent, Lessor shall apply the amount of such payment to principal and interest as shown in Exhibit C, thereby reducing the Purchase Price to be paid by the School if it elects to exercise its option to purchase the School Site. The parties agree that the interest component of each payment made, or net effective interest rate thereon, shall not exceed the maximum permitted by the Public Securities Act, NMSA 1978, §6-14-1 through §6-14-3, as that Act may be amended from time to time.

Section 5.2 Rent Commencement Date; Cancellation of Current Lease. Rent shall commence on the date Lessor has completed the Improvements described in Exhibit B and appropriate certificates of occupancy have been issued by the governmental entities with jurisdiction, or the Commencement Date which ever date is later. Notwithstanding this definition, rent under the Current Lease will continue until the Rent Commencement Date of this Agreement is triggered at which time the Current Lease shall be cancelled with no further obligations of either party relative to the Current Lease. Any partial month payments owed under either the Current Lease or this Agreement shall be prorated.

Section 5.3 Additional Rent. In addition to the Base Rent, School shall pay Additional Rent during the Term as herein provided. Additional Rent shall be estimated annually by Lessor and said estimate shall be provided in writing to the School on or before February 1 of every year. If the Lessor fails to submit an estimate on or before February 1, then the amount of Additional Rent shall be the same as the preceding year. The Additional Rent paid by School shall be in an amount sufficient to pay the following costs during the ensuing Fiscal Year, provided that

School's payment of any of these costs or any other costs, fees, or expenses under or according to this Agreement does not violate Article IX, Section 14 of the New Mexico Constitution or pertinent New Mexico statutory or common law: (i) taxes and assessments related to the School Site as set out in Sections 5.8; (ii) the cost of insurance premiums for insurance deemed necessary or desirable in Lessor's reasonable discretion, but which shall not include payment for insurance deemed duplicative by School's insurance carrier; and (iii) all other costs expressly required to be paid by Lessor as Additional Rent hereunder, if any, provided that Lessee's payment of such costs or expenses does not violate Article IX, Section 14 of the New Mexico Constitution. If School's governing body decides to continue this Agreement for the ensuing Fiscal Year, School's obligation under this Agreement to pay Additional Rent during such Fiscal Year shall be limited to the amount so appropriated for Additional Rent. Additional Rental obligations in excess of the amounts so appropriated shall in no event be due or owing from School.

Section 5.4 Budgeting. In any Fiscal Year that this Agreement is in effect, School shall, to the extent permitted by New Mexico law, and by Public Education Department practice, policy, or directive, include in the budget proposal to the Public Education Department for the ensuing Fiscal Year an amount equal to one hundred percent (100%) of the Base Rent and estimated Additional Rent; provided, however, that the decision whether to continue this Agreement and whether to appropriate such amounts therefor shall remain within the sole discretion of School's governing body. The Base Rent, Additional Rent, and any other obligations payable by School under this Agreement shall constitute currently appropriated expenditures of School and shall not constitute a debt or multiple Fiscal Year direct or indirect obligations whatsoever of School or a mandatory charge or requirement against School in any Fiscal Year beyond the Fiscal Year for which such payments have been approved.

Section 5.5 Nature of Payment. School and Lessor acknowledge and agree that the Base Rent and Additional Rent hereunder shall constitute currently appropriated expenditures of School and may be paid from any legally available funds. School's obligations under this Agreement 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 Agreement shall be construed or interpreted as creating a debt or multiple Fiscal Year direct or indirect debt or other financial obligation whatsoever of School within the meaning of any constitutional or statutory limitation or requirement. No provision of this Agreement shall be construed or interpreted as creating a delegation either of governmental powers or as a donation by or a lending of the credit of the School within the meaning of any constitutional or statutory limitation or requirement. This Agreement does not directly or indirectly obligate the School to make any payments beyond those appropriated for any Fiscal Year for which payments have been appropriated.

Section 5.6 Manner of Payment.

(a) The Base Rent and any Additional Rent shall be paid on the first (1st) day of every month of the Term in lawful money of the United States of America. If Base Rent and any Additional Rent is not paid in full when it becomes due, School shall have a ten (10) day

grace period thereafter. However, if the Base Rent and any Additional Rent is not received by Lessor by the tenth (10th) of the month, School shall pay a late fee on the outstanding amounts owed equal to .5% of those outstanding amounts. Payments made shall be credited first to outstanding Base Rent and then to any Additional Rent. No other late fees or charges shall be assessed by Lessor.

(b) The obligation of School to pay the Base Rent and Additional Rent required under this Agreement shall not be abated through accident or unforeseen circumstances, except as otherwise provide by law. School shall during the Term hereof make all payments of Base Rent and Additional Rent when due and shall not withhold any Base Rent or Additional Rent, nor shall School assert any right of set-off or counter-claim against its obligation to make such payments required hereunder; provided, however, that the making of such payments shall not constitute a waiver by School of any rights, claims, or defenses which School may assert. No action or inaction on the part of Lessor shall affect School's obligation to pay Base Rent and Additional Rent of this Agreement.

Section 5.7 Funding of Improvements to School Site. School and Lessor agree that School may use all legally available funds to acquire, construct, equip, install, or make improvements to the School Site during the Term of this Agreement upon written approval of the Lessor, which approval shall not be unreasonably withheld. Prior to any termination of this Agreement as provided hereunder, Lessor may require School to remove, at School's own expense, any improvements to the School Site that were funded by School.

Section 5.8 Taxes and Assessments. During the Term, if the School Site or any portion thereof shall, for any reason, be deemed subject to taxation, assessments, or charges lawfully made by any governmental body, School shall pay, as Additional Rent the amount of all such taxes, assessments, and governmental charges then due. With respect to special assessments or other governmental charges that may be lawfully paid in installments over a period of years, School shall be obligated to provide only for such installments as are required to be paid during the Term of this Agreement. School shall not allow any liens for taxes, assessments, or governmental charges to exist with respect to the School Site or any portion thereof, including any taxes levied thereon which, if not paid, will become a charge on the rentals and receipts from the School Site or any portion thereof, or any interest therein, including the Lessor's interests or the rentals and revenues derived therefrom or hereunder. If School shall first notify Lessor of the intention of School to do so, School may, at the expense and in the name of School, in good faith contest any such tax, assessment, and other charges and, in the event of any such contest, may permit the tax, assessment, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify School that, in the opinion of independent counsel, whose reasonable fees shall be paid by School, by nonpayment of any such items the School Site or any portion thereof will be subject to loss or forfeiture, or Lessor will be subject to liability, in which event such tax, assessment, or other charges shall be paid promptly or secured by posting a bond with Lessor in form satisfactory to Lessor (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, or other charges).

Section 5.9 Utilities. During the Term, School shall pay, as the same respectively become due, all gas, water, electricity, heat, sewer and waste disposal, and other utility charges incurred in the maintenance and upkeep of the School Site and School shall place all such utilities in its name.

ARTICLE VI OPTION TO PURCHASE

Section 6.1 Option to Purchase. In consideration of the agreements, promises, and covenants made each to the other in this Agreement, and other good and valuable consideration received, which consideration Lessor acknowledges to be adequate, Lessor grants to School the option to purchase the School Site upon the terms and conditions set forth in this Agreement, and to the extent permitted by the Public School Lease Purchase Act.

Section 6.2 Purchase Price on Exercise of Option. The Purchase Price for the School Site on exercise of the option to purchase hereunder shall be the amount necessary to pay the outstanding principal balance on the unpaid Initial Purchase Price, as set forth in Section 6.10 and the Base Rent Schedule attached at Exhibit C hereto, plus any accrued and unpaid interest to that date. The interest rate on the principal balance remaining on exercise of the option to purchase shall not exceed the maximum permitted by the Public Securities Act.

Section 6.3 Additional Annual Advanced Principal Payments. In addition to the Base Rent, and any Additional Rents due, School may pay additional principal payments in an amount decided by the School to be applied toward the Purchase Price. The School's decision to make advance principal payments shall be subject to the School's capital needs and at its sole discretion.

Section 6.4. Prepayment. The Option to Purchase may be exercised sooner than the expiration of 360 months (thirty years) from the Rent Commencement Date upon express written approval of Lessor, without penalties, fees or other charges except those set forth in Section 6.5.

Section 6.5 Expenses, Mortgage. The Purchase Price to be paid by School to Lessor at closing shall be a net amount to Lessor, and all expenses in connection with the transfer of the School Site, including title insurance, recording fees, documentary stamps, and any other closing costs, shall be paid by School. The Purchase Price shall be paid by School in cash to Lessor concurrent with Lessor's conveyance of the School Site to School by special warranty deed as provided in Section 6.6 hereof.

Section 6.6 Transfer of Title. Except as provided in Section 6.9 of this Agreement, at the closing of the transaction between the parties, Lessor shall convey the School Site to School free and clear of any mortgage, indenture, and other encumbrances of record, except permitted exceptions. The conveyance shall be by a standard form special warranty deed from Lessor to School.

Section 6.7 Agreement is Subordinate. School's rights under this Agreement are and shall be subject and subordinate to any underlying mortgage (including a consolidated mortgage), indenture, or deed of trust constituting a first lien on the School Site, or any part thereof, whether such mortgage, indenture, or deed of trust has heretofore been, or may hereafter be, placed upon the School Site to secure Lessor's indebtedness to any bank or other financial institution, trust company, or other financial lender, whether private or public, for the acquisition of the School Site, or to any renewal, modification, consolidation, replacement, or extension of any such mortgage, indenture, or deed of trust. Any mortgage, indenture, or deed of trust, securing the Lessor's indebtedness to acquire the School Site shall not exceed the Purchase Price when the option to purchase hereunder is then exercised. This subordination clause shall be self-operative, and no further instrument of subordination shall be required. School shall, nevertheless, execute and deliver, from time to time, any instrument and certificate affirming and confirming such subordination that Lessor may reasonably request. Lessor will cause any such mortgage, indenture, or deed of trust to contain provisions requiring the holder of the indebtedness secured thereby to mail to School by registered mail, addressed to School at its office as set forth in this Agreement, a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage, indenture, or deed of trust to Lessor. School may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage, indenture, or deed of trust as herein provided exercise the Option to Purchase set forth herein by paying the then-outstanding principal amount of the debt secured by mortgage, indenture, or deed of trust plus any accrued and unpaid interest and any amounts necessary to pay all amounts due to the first call date secured by the mortgage, indenture, or deed of trust.

Section 6.8 Performance of Option. If the School is not in default as defined in Article XI of this Agreement, it shall have the right to exercise the option to purchase as set forth herein.

Section 6.9 Adjustments. Adjustments and proration of taxes, water rents, insurance premiums, and similar items shall be made as of the date of the closing of title, in accordance with the practice approved by the parties.

Section 6.10 Initial Purchase Price and Principal Pre-Payment. The Initial Purchase Price for the Property shall be \$6,000,000 (Six Million Dollars and no/100), plus the actual cost of Improvements which shall not exceed \$184,385.00 (One Hundred Eighty-Four Thousand Three Hundred Eight-Five Dollars and no/100). School shall make the Advanced Principal Payment on the Rent Commencement Date as defined in Section 5.2, equal to the Lessor's costs to complete the Improvements, which shall be immediately applied to the Purchase Price.

Section 6.12 Priority. The option to purchase under this Agreement shall be a covenant running with the land for the term of the Lease, and no conveyance, transfer, easement, or encumbrance thereof shall defeat or adversely affect the option to purchase hereunder.

ARTICLE VII
TENANT IMPROVEMENTS, MAINTENANCE, AND INSURANCE

Section 7.1 Construction of Improvements. Lessor shall complete the Improvements as described in Exhibit B by no later than August 1, 2020.

Section 7.2 Maintenance and School Site Costs. After the Commencement Date hereof, School shall, for the remainder of the Term hereunder, maintain, preserve, and keep the entire School Site or cause the School Site 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 School will from time to time make or cause to be made all necessary and proper repairs to maintain the School Site to Statewide Adequacy Standards. Except as expressly set forth in this Agreement, Lessor shall not have any other responsibility for the making of any additions, modifications, or replacements to the School Site during the Term of this Agreement.

Section 7.3 Removal of Improvements. Except as provided in Subsection 4.3 and Section 9.3 of this Agreement, School agrees and covenants with Lessor that any and all alterations, additions, and improvements, except the School's property (moveable furniture, equipment, portable or modular buildings and such other items of personal property that are removable from the wall, ceiling and floor surfaces without causing damage to such surfaces), shall become a permanent part of the School Site at the termination of this Agreement, if not removed by School. School agrees that if such improvements are removed at the termination hereof, it will repair or restore the area of such surface, if removal of School's personal property creates an unsightly condition, by capping any electrical outlets and concealing any surface areas where personal property, such as counters or shelving, may have been stabilized by attachment to such surfaces.

Section 7.4 Liens. Except as otherwise expressly provided in this Agreement, neither School nor Lessor shall directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Improvements, other than the individual rights of Lessor and School as herein provided. Lessor and School shall promptly, at their own expense, take such action as may be necessary to duly discharge or remove any such mortgage, other than existing mortgages as of the Commencement Date or subsequent mortgages as agreed to by the parties in writing, pledge, lien, charge, encumbrance or claim if the same shall arise at any time, during the respective party's control of the School Site and each party shall reimburse the other for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim which arose during the control of the School Site. Nothing herein shall limit Lessor's right to refinance or restructure debt against the School Site; however, no refinance or restructure shall impair School's rights under the terms of this Agreement. School covenants and agrees to execute and deliver, upon demand, such further reasonable instrument or instruments subordinating this Agreement to the lien of any mortgage or mortgages as shall be desired by Lessor and any mortgagees or proposed mortgagees, provided such documents contain commercially reasonable non-disturbance agreements. Lessor, within

thirty (30) days of refinancing or restructuring, shall provide notification to School with certification from the financial institution that this Agreement does not violate any term or condition of the restructured or refinanced obligation.

Section 7.5 School's Insurance Obligations.

(a) Liability Insurance. Beginning on the Commencement Date hereof, School shall procure and maintain or cause to be carried and maintained in full force and effect during the Term hereof at School's sole cost and expense and as Additional Rent above the Base Rent hereunder, such public liability insurance covering bodily injury, disease, illness or death, and property damage liability as is available from and provided by the Public Schools Insurance Authority or its successor, with limits of coverage not less than \$300,000 for each person for all past and future medical and medically-related expenses arising out of a single occurrence and \$400,000 in the aggregate for all claims other than medical or medically-related expenses arising out of a single occurrence, and \$200,000 for personal property damage liability per address with a combined limit/maximum liability of \$1,050,000, for the benefit of both School and Lessor as protection against all liability claims arising from activities on the School Site, causing Lessor to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to Lessor upon the commencement of the Term hereof and with a deductible per loss of no greater than \$25,000. School shall adjust such minimum coverage limits annually or as necessary to conform to the minimum coverage limits required for local public bodies pursuant to NMSA 1978, §41-4-19 and §41-4-20, and NMSA 1978, §22-29-1 through §22-29-11.

(b) Property Insurance. Subject to the availability of such coverage from the Public Schools Insurance Authority, School shall also carry and maintain or cause to be carried and maintained in full force and effect during the Term hereof, at School's sole cost and expense, fire and extended coverage insurance upon the School Site, including all buildings, alterations, additions, and improvements in an amount equal to their replacement values. Lessor and any lending institution(s) of record shall be named as loss payees on the property insurance policy and shall be provided with a copy of this policy annually on the anniversary date of the policy. In the event that the School Site should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, School shall have the option to either continue this Agreement and use the insurance proceeds to replace or repair the School Site and on Lessor's behalf, or terminate this Agreement and tender to Lessor all such insurance proceeds attributable to the loss or damage to the School Site. If for any reason School is prohibited by law or regulation from carrying such insurance, Lessor may obtain such insurance, and School shall pay the premiums of such insurance as Additional Rent, to the extent permitted by New Mexico law.

(c) Business Personal Property Insurance. Subject to the availability of such coverage from NMPSIA, School shall also carry and maintain business personal property insurance. Special form insurance for perils on all business personal property on the School Site including fixtures, machinery and equipment installed by School, and such other insurance as Lessor may require if available to School by NMPSIA. Such insurance to be in an amount equal

to one hundred percent (100%) of the insurable value thereof, if available by NMPSIA.

(d) Workers' Compensation Insurance. If required by New Mexico law as of the Commencement Date hereof, School shall carry workers' compensation insurance covering all its individual employees on, in, near, or about the School Site, and upon request shall furnish certificates to Lessor evidencing such coverage.

Section 7.6 Lessor's Insurance. Lessor shall, from the date of approval of this Agreement, obtain and maintain during the Term, commercial general liability insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The School and any lending institution(s) of record shall be named as additional insureds and loss payees on the property insurance policy and shall be provided with a copy of this policy annually on the anniversary date of the policy. The cost of any such insurance shall constitute Additional Rent as contemplated in Section 5.3(i).

Section 7.7 Damage, Destruction, or Condemnation; Use of Net Proceeds.

(a) Damage and Destruction. If, during the Term of this Agreement, the School Site, Improvements, or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty, School shall be obligated, subject to the provisions of Subsection (c) hereof, to continue to pay the amounts specified in Subsection (b) hereof and, to the extent of amounts specifically appropriated by School, to pay Base Rent and Additional Rent.

(b) Repair and Replacement. To the extent not contrary to applicable New Mexico law, School and, to the extent such Net Proceeds are within its control, and further subject to the Lessor's obligations under the Lessor's Loan and mortgage, Lessor shall cause such Net Proceeds to be deposited in a separate trust fund held by Lessor. Except as set forth in Subsection (c) hereof, all Net Proceeds of any insurance policies or performance bonds owed to either School or Lessor shall be applied to the prompt repair, restoration, modification, improvement, or replacement of the School Site, as the case may be, by School upon receipt of requisitions acceptable to Lessor setting forth: (i) the requisition number; (ii) the name and address of the person, firm, or corporation to whom payment is due or has been made; (iii) the amount to be paid or reimbursed; (iv) conditional or unconditional lien waivers; and (v) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. Lessor shall cooperate with School in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section. Any repair, restoration, modification, improvement, or replacement of the School Site paid for in whole or in part out of Net Proceeds of School's insurance as described in Section 7.6 hereof shall be the property of Lessor, subject to this Agreement, and shall be included as part of the School Site under this Agreement.

(c) Insufficiency of Net Proceeds for School Site. If there occurs an event described in Subsection (a) hereof, and if any Net Proceeds received as a consequence of such

event and available to Lessor or School shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement, or replacement of the School Site required under Subsection (b) hereof, School shall elect one of the following options:

(i) School may, to the extent permitted by New Mexico law, in accordance with Subsection (b) hereof, repair, restore, modify, or improve the School Site or replace the School Site (or portion thereof) with property of a value equal to or in excess of the School Site, and pay as Additional Rent any cost in excess of the amount of the Net Proceeds. To the extent the amounts for Additional Rent, which have been specifically appropriated by School, are available for the payment of such costs, and School agrees to make Additional Rental payments pursuant to the provisions of this paragraph and to the extent permitted by law, School shall not be entitled to any reimbursement therefor from Lessor, nor shall School be entitled to any diminution of the Base Rent and Additional Rent.

(ii) If, by June 30th of the Fiscal Year in which an event described in Subsection (a) hereof occurs (or June 30th of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve, or replace the School Site become apparent), School has not appropriated amounts sufficient to proceed under clause (i) of this Subsection, School may request Lessor to make up the insufficiency in the Net Proceeds and if Lessor refuses, School may terminate the Agreement.

(d) Cooperation. The parties to this Agreement shall cooperate fully with the other in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Subsection (a) hereof. In no event shall either party voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim performance or payment bond claim or any portion thereof without the written consent of the other party. Each party shall be responsible for their respective fees and expenses incurred under this section.

ARTICLE VIII CONDEMNATION; USE OF NET PROCEEDS

Section 8.1 Condemnation. In the event that all or any material portion of the School Site is condemned by any governmental body or entity under the power of eminent domain or are sold under threat of condemnation to any public body or entity prior to School's purchase of the School Site, Lessor shall be entitled to all compensation awarded for the Land and Improvements, and School shall be entitled to all compensation awarded for the School property and improvements made to the School Site owned by the School after the Commencement Date including School's equitable leasehold or ownership interest.

Section 8.2 Condemnation of Other Property Owned by School. School shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to, or taking of its property including its equitable leasehold or ownership interest,

but not included in the School Site. Lessor agrees that School shall have the option, at School's sole cost and expense, upon written notice to Lessor, to enter an appearance and defend in any condemnation action as to the School Site, the School's improvements made pursuant to Article IX, or its equitable leasehold or ownership interest, and upon such election, Lessor shall not be obligated to provide a defense as to the School's improvements or leasehold interest, but may do so at Lessor's sole expense. In consideration for such option granted in this paragraph, School agrees not to enter into any settlement agreement as to the condemnation award to be paid for the taking or partial taking of the School's improvements, equitable leasehold or ownership interest without Lessor's prior written consent, which consent shall not be unreasonably withheld.

ARTICLE IX LESSEE'S IMPROVEMENTS, EQUIPMENT, AND WARRANTIES

Section 9.1 Improvements to School Site. School, at its own expense, may remodel, or make additions, modifications, or improvements to the School Site, provided that: (i) such remodeling, modifications and additions shall not in any way damage the School Site as it existed prior thereto, and shall become part of the School Site, subject to the provisions of Section 9.2 hereof; (ii) the value of the School Site after such remodeling, modifications, and additions shall be at least as great as the value of the School Site prior thereto; and (iii) the School Site, after such remodeling, modifications, and additions, shall continue to be used as set forth herein and shall otherwise be subject to the terms of this Agreement. If School makes and pays for improvements to the School Site, there shall be no additional financial obligations to School under this Agreement without written approval by the Public Education Department, in accordance with NMSA 1978, §22-26A-5(L) nor shall there be any diminution or abatement of the School's obligation to pay rent.

Section 9.2 Lien on Improvements by School. Subject to the subordination provision of Section 6.7 of this Agreement, if State of New Mexico or School funds, above those required for Lease Payments hereunder, are used to construct or acquire improvements, the cost of those improvements shall constitute a lien on the School Site in favor of School and then, if this Agreement is terminated prior to the final payment and the release of the security interest or the transfer of title hereunder, at the option of School: (1) School may foreclose the real estate lien; or (2) the current market value of the School Site at the time of termination, as determined by an independent appraisal certified by the New Mexico Taxation and Revenue Department, in excess of the outstanding principal due under this Agreement, shall be paid to School, all in accordance with NMSA 1978, §22-26A-5(H). The priority of such statutory lien shall be determined according to New Mexico law, should a legal dispute arise as to the order of satisfaction.

Section 9.3 Installation of School's Equipment. School may at any time and from time to time in its sole discretion and at its own expense, install items of movable machinery, standard office partitions, railings, doors, gates, counters, cabinets, lighting fixtures, signs, and such other furnishings and equipment as may in School's judgment be necessary for its purposes in or upon the School Site. All such items shall remain the sole property of School, in which Lessor shall have no interest, and may be modified or removed by School at any time provided that School

shall repair and restore any and all damage to the School Site resulting from the installation, modification or removal of any such items upon termination of this Agreement for any reason other than purchase of the School Site by School. Nothing in this Agreement shall prevent School from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the School Site.

Section 9.4 Lessor's Warranty on Improvements. All of Lessor's Work as described in Exhibit B shall include a one (1) year builder's limited warranty against defects in materials and workmanship commencing on the Rent Commencement Date.

Section 9.5 Warranties. Upon expiration of Lessor's Warranty on Improvements as set forth in Section 9.4, Lessor shall assign to School, all of its interest, if any, in all warranties and guarantees or other contract rights against architects, builders, contractors, subcontractors, suppliers, materialmen or manufacturers for the School Site, express or implied, issued on or applicable to the School Site, and Lessor hereby authorizes School to obtain the customary services furnished in connection with such warranties and guarantees at School's expense. Said assignment, however, does not relieve Lessor from its obligations under any contract entered into regarding the Improvements.

ARTICLE X ASSIGNMENT, MORTGAGING, AND SELLING

Section 10.1 Assignment. Except for the Lessor's assignment of rents and leases contained in the mortgage, subject to the other provisions of this Agreement, neither party shall assign its interests herein without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any consent by a party to any assignment shall not operate as consent to any further assignment, and any further assignment shall be subject to the prior written consent of the other party in accordance with the provisions of this section. Unless otherwise agreed to by the parties, no assignment permitted hereunder shall relieve a party from liability for the performance of its obligations under this Agreement for the remainder of the then current term. School acknowledges and agrees that any assignment of this Agreement that violates the terms of Lessor's financial obligations under the Loan Agreement will be just and reasonable cause to deny approval of such Assignment.

Notwithstanding any other provisions in this Agreement, with the prior approval of Lessor, which shall not be unreasonably withheld, this Agreement is assignable by School, without cost to School and with all of the rights and benefits of its predecessor in interest in being transferred to the assignee to: (a) any New Mexico school district or School; or (b) the State of New Mexico or one of its institutions, instrumentalities, or other political subdivisions, all in accordance with NMSA 1978, §22-26A-5(K). After assignment pursuant to this paragraph, the School shall be relieved from all obligations under this Agreement.

Section 10.2 Restriction on Mortgage or Sale of School Site by School. Prior to closing on the purchase of the School Site, School shall not mortgage, sell, assign, transfer, lease, or convey the School Site or any portion thereof without the written consent of Lessor, which consent shall not be unreasonably withheld or delayed, and subject to the applicable provisions of the Public School Lease Purchase Act. School agrees that Lessor has good cause to refuse consent of any such mortgage, sale, assignment, transfer, lease, or conveyance, if it affects Lessor's underlying financial obligations related to acquisition of the School Site.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES

Section 11.1 Events of Default Defined. Each of the following shall constitute an "Event of Default" under this Agreement, and the terms "Event of Default" and "Default" shall mean, whenever they are used herein, any one or more of the following events whether occurring voluntarily or involuntarily, by operation of law, or pursuant to any order of any State governmental agency or court of competent jurisdiction:

(a) Failure by School to pay any Base Rent during the Term of this Agreement on, before, or within ten (10) days of the applicable due date or to pay Additional Rent which becomes due during the Term of this Agreement, up to the amount specifically appropriated for the payment of Base Rent and Additional Rent in accordance with the provisions hereof;

(b) Failure by School or Lessor to observe and perform any covenant, condition, or agreement on either party's part to be observed or performed under this Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, unless the party giving such notice shall agree in writing, prior to the expiration of the thirty-day period, to an extension of no more than sixty (60) days. Provided, however, that if the failure stated in the notice cannot be corrected within the original thirty-day period, the party giving such notice shall not withhold their consent to an extension of up to sixty (60) days if corrective action shall be instituted by the defaulting party within such time period and diligently pursued until the default is corrected;

(c) The filing by either School or Lessor of a voluntary petition in bankruptcy, or failure by School promptly to lift any execution, garnishment, or attachment of such consequence as would impair School's ability to carry on its school charter obligations at the School Site, or adjudication of School or Lessor as a bankrupt, or assignment by School or Lessor for the benefit of creditors, or the entry by School or Lessor into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to School or Lessor in any proceedings instituted under the provisions of the federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted; or

(d) The revocation or nonrenewal of School's charter by the New Mexico Public Education Commission, and a subsequent decision by the district court on an appeal filed pursuant to NMSA 1978, §39-3-1.1 to not set aside, reverse or remand the Secretary of Public

Education's final decision on an appeal by School's governing body filed pursuant to NMSA 1978, §22-8B-7(F). In no event shall the School's governing body be required to file an appeal if to do so would be frivolous as determined by the governing body on advice of legal counsel.

Section 11.2 Remedies of Lessor upon Event of Default. Upon the happening and continuance of any event of default by School specified in Article XI of this Agreement, Lessor or its Assignee may, without any further demand or notice to School, take one or any combination of the following remedial steps:

(a) Terminate this Agreement and give written notice to School to vacate the School Site within sixty days (60) days from the date of such notice.

(b) Lease all or any portion of the School Site as permitted by New Mexico law.

(c) Recover from School: (i) to the extent the recovery thereof is permitted by New Mexico law, the fair rental value of the use of the School Site during any period beyond the thirtieth (30th) day following the occurrence of the Event of Default; and (ii) Base Rent and Additional Rent, to the extent amounts for such Additional Rent have been specifically appropriated in accordance with the provisions hereof, which would otherwise have been payable by School hereunder during the remainder, after School vacates the School Site, of the Fiscal Year in which such Event of Default occurs.

(d) Take whatever action either at law or in equity as Lessor or its legal counsel shall deem most effectual to protect and enforce this Agreement and Lessor's rights hereunder.

Section 11.3 Remedies of School upon Event of Default. Upon the happening and continuance of any event of default by Lessor specified in Article XI of this Agreement, School or its assignee for value may, without any further demand or notice to Lessor, take one or any combination of the following remedial steps:

(a) Give notice to Lessor of School's intent to not continue this Agreement, as determined in the sole discretion of School's governing body; provided, however, that such obligations of School to pay Lease Payments under Article V shall continue until School vacates the School Site.

(b) Recover from Lessor any amounts due School as contemplated under NMSA 1978, §22-26A-5(H).

(c) Take whatever action either at law or in equity as School or its legal counsel shall deem most effectual to protect and enforce this Agreement and School's rights hereunder.

Section 11.4 Force Majeure. The provisions of Sections 11.1 and 11.2 of this Agreement are subject to the following limitations: if by reason of *force majeure*, School or Lessor is unable in whole or in part to carry out its obligations under this Agreement, Lessor or

School shall not be deemed in default during the continuance of such inability or during any other delays which are a direct consequence of the *force majeure* inability. The term “*force majeure*” as used herein shall mean, without limitation: acts of God; epidemics and pandemics, 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 any of its departments, agencies or officials, or any civil or military authority other than School or Lessor; insurrections; riots; earthquakes; fires; storms; drought; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessor or School and not resulting from the negligence of the party claiming a force majeure event. Lessor and School agree, however, to remedy with all reasonable dispatch the cause or causes preventing them from carrying out their respective obligation under this Agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall not be required if in the judgment of the party raising the defense of *force majeure*, acceding to the demands of the person or persons creating the strike, lockout or industrial disturbance, would be injurious to such party.

Section 11.5 Remedies Cumulative. The above-provided rights and remedies to which either party is entitled hereunder, at law or in equity, are cumulative and not exclusive of all other rights and remedies to which a party may be entitled herein, at law or in equity, in the event of breach or threatened breach by a party in default of any of the terms, conditions, and provisions contained herein.

Section 11.6 No Additional Waiver Implied by One Waiver. The failure, neglect, or omission of a non-defaulting party to terminate this Agreement for any breach or default shall not be deemed a consent by the non-defaulting party of such breach or default and shall not stop, bar, or prevent the non-defaulting party from thereafter terminating this Agreement, either for such violation of for prior or subsequent violation of any covenant hereof. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XII TITLE

Section 12.1 Title to School Site. During the Term hereof, Lessor shall hold legal title to the School Site and all additions which comprise repairs, replacements, substitutions, or modifications, subject to School’s rights, both legal and equitable, under New Mexico statutory and common law.

Section 12.2 Public Property. Upon approval of this Agreement by the Public Education Department and the Public School Facilities Authority, and execution of this Agreement by the parties, the School Site shall be a public property pursuant to NMSA 1978, §22-26A-5.1(B).

ARTICLE XIII
HAZARDOUS MATERIALS LAWS

Section 13.1 Compliance with all Hazardous Materials Laws. As of the Commencement Date, School, shall at all times keep and maintain the School Site in compliance with and shall not cause or permit the School Site or any activities conducted thereon to be in violation of any federal, state or local law, ordinance or regulation relating to commercial or industrial hygiene, environmental safety or the environmental conditions on, under or about the School Site, including, but not limited to, air, soil, subsurface and ground water conditions. School shall not permit any subtenant or other occupant of the School Site, except in accordance with applicable Hazardous Materials Laws as hereinafter defined, to use, generate, manufacture, store, produce, release, discharge, dispose of or otherwise permit the presence of, on, under or about the premises or transport to or from the School Site any explosives (flammable or otherwise), radioactive materials, pollutants, contaminants, hazardous wastes, hazardous air pollutants, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous pollutants” or “toxic substances” under any applicable federal or state laws or regulations (collectively referred to hereinafter as “Hazardous Materials”). Hazardous materials shall include petroleum products. Upon request of Lessor, School will prepare and provide such reports as will evidence compliance by School with Hazardous Materials Laws, and which will evidence that the School Site and the uses thereon comply with Hazardous Materials Laws. Either party shall immediately advise the other party in writing of its discovery of or receipt of notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws, ordinances, regulations, orders or publications relating to any Hazardous Materials affecting the School Site (“Hazardous Materials Laws”); (ii) any use, generation, manufacture, production, release, discharge, storage or disposal of Hazardous Materials, or substantial threat of any of the foregoing, on, under or about the School Site; (iii) all claims made or threatened by any third party against a party or the School Site relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (iii) above are hereinafter referred to as “Hazardous Materials Claims”); and (iv) any occurrence or condition on any property adjoining or in the vicinity of the School Site that could cause the School Site to be subject to any restrictions on the ownership, Completion, transferability or use of the premises under any Hazardous Materials Law.

Section 13.2 School’s Responsibility. As pertaining to the School Site for the period covered by the Lease and after acceptance of the School Site by School according to the terms of this Agreement, School shall be solely responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Lessor or School directly or indirectly arising out of or attributable to the violation by School of any Hazardous Materials Law, orders, written notice or demand of governmental authorities, or the use, generation, manufacture, storage, release, threatened release, discharge, disposal, production, abatement or presence of Hazardous Materials on, under or about the premises

including, without limitation: the costs of any required or necessary investigation, repair, cleanup or detoxification of the School Site, and the preparation and implementation of any closure, abatement, containment, remedial or other required plan and shall to the extent allowable by law applicable to public schools, indemnify Lessor and hold Lessor harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability subject to the limitations and waivers contained in the New Mexico Tort Claims Act and any insurance coverage issued pursuant thereto.

Section 13.3 Remedial Action Required. Absent Lessor's prior written consent, which shall not be unreasonably withheld, School shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the School Site, nor enter into any settlement agreement, consent decree, or other compromise in response to any Hazardous Materials claim, which remedial action, settlement, consent or compromise might, in Lessor's reasonable judgment, impair the value of Lessor's fee interest in the School Site; provided, however, that prior consent shall not be necessary in the event that: (i)(a) the presence of Hazardous Materials on, under, or about the School Site either poses an immediate threat or is of such a nature that an immediate remedial response is necessary; or (b) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (c) such action is required by government order; and (ii) it is not possible to obtain Lessor's consent before taking such action; provided that in such event notice shall be given as soon as practicable of any action so taken. Lessor agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) School establishes to the reasonable satisfaction of Lessor that there is no reasonable alternative to such remedial action that would result in less impairment to the value of Lessor's interest in the School Site.

Section 13.4 Survival of School's Obligations and Liabilities. School's obligations and liabilities hereunder with respect to Hazardous Materials Claims arising from School's actions shall survive the termination of this Agreement.

ARTICLE XIV THIRD-PARTY RIGHTS

Section 14.1. Third-Party Rights. Unless otherwise expressly provided in this Agreement, nothing herein is intended to confer any rights or remedies on anyone other than the parties to this Agreement and their respective assignees for value. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third-party beneficiary, or otherwise, it being the specific intention of the parties to this Agreement to preclude any and all non-signatory parties from any such third-party beneficiary rights, or any other rights of any nature.

ARTICLE XV
LIMITATION OF LIABILITY

Section 15.1 Limitation of Liability. Neither party shall be liable for special, indirect, incidental, punitive, or consequential damages arising from a breach of this Agreement.

ARTICLE XVI
MISCELLANEOUS

Section 16.1 Notices. All notices and communications required or permitted under this Agreement (including change of address, telephone number, email addresses set forth below) shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-delivered to the street address of the receiving party set forth below; (ii) when sent by electronic mail to the email address set forth below with a receipt showing delivery; (iii) one day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) three (3) days after deposit in the U. S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

If to School:	Christine Lutz, or Executive Director Southwest Secondary Learning 10301 Candelaria NE Albuquerque, NM 112 clutz@sslc-nm.com
With a copy to:	Patricia Matthews Matthews Fox, P.C. 1925 Aspen Dr., Ste. 301 Santa Fe, NM 87505 pmatthews@matthewsfox.com
If to Lessor:	Richard Saylor Saylor Family Trust, LLC 5564 Eakes Rd., NW Los Ranchos de Albuquerque, NM 87107 Rick@ricksaylor.com

With a copy to:

Section 16.2 Further Assurances and Corrective Instruments. Lessor and School agree that so long as this Agreement is in full force and effect and no Event of Default shall have occurred, Lessor and 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 New Mexico 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 School Site hereby leased or intended so to be, or

for otherwise carrying out the intention of or facilitating the performance of this Agreement.

Section 16.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and School and their respective successors and assigns.

Section 16.4 Severability. In the event that any provision of this Agreement, other than the requirement of School to pay Base Rent and Additional Rent, the requirement of Lessor to provide quiet enjoyment of the School Site, and the requirement that the obligations of School to pay Base Rent and Additional Rent under this Agreement are conditioned upon the prior specific appropriation by School of amounts for such purposes in accordance with the requirements of New Mexico law, shall be held invalid or unenforceable by any court of competent jurisdiction, such judicial determination shall not invalidate or render unenforceable any other provision hereof.

Section 16.5 Amendments, Changes, and Modifications. This Agreement may be amended or any of its terms modified only by a written amendment authorized and executed by both School and Lessor. Amendments to this Agreement, except amendments that would improve the building or other real property without additional financial obligations to the School, shall be approved by the Public Education Department pursuant to NMSA 1978, §22-26A-5(L).

Section 16.6 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 16.7 Applicable Law. Each party shall perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. This Agreement shall be governed by the laws of New Mexico (without giving effect to New Mexico's choice of law provisions). All legal proceedings arising from unresolved disputes under this Agreement shall be brought in Albuquerque before the Second Judicial District Court of the State of New Mexico.

Section 16.8 Lessor and School Representatives. Whenever under the provisions of this Agreement the approval of Lessor or School is required, or Lessor or School is required to take some action at the request of the other, such approval or such request shall be given for Lessor by a Lessor Representative and for School by a School Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 16.9 Integration. This Agreement contains all the agreements of School and Lessor respecting the subject matters hereof, and all prior negotiations are merged herein.

Section 16.10 Incorporation. Each and all the recitals set forth at the beginning of this instrument, and any exhibits referenced herein and attached hereto, are incorporated herein by this reference.

Section 16.11 Captions. The captions and paragraph headings of this Agreement are not necessarily descriptive, or intended or represented to be descriptive, of all the terms thereunder, and shall not be deemed to limit, define, or enlarge the terms of this Agreement. Whenever used herein, unless otherwise indicated by the context, the singular shall include the plural, the plural shall include the singular, the use of any gender shall include all genders, and the use of the words “include” and “including” shall be construed as if the phrases “without limitation” or “but not [be] limited to” were annexed thereafter. The parties were, or had ample opportunity to be, represented by counsel, and as such this Agreement shall not be interpreted for or against either party based on authorship.

Section 16.12 Calculation of Time. Any time period herein calculated by reference to “days” means calendar days, i.e., including Saturdays, Sundays, and holidays as observed by the State of New Mexico; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or such observed holiday, the day for such act shall be first day following such Saturday, Sunday, or observed holiday that is not a Saturday, Sunday, or such observed holiday.

Section 16.13 No Individual Liability. All covenants, stipulations, promises, agreements, and obligations of School or Lessor, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of School or Lessor, as the case may be, and not of any member, director, officer, employee, or other agent of School or Lessor 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, or other agent of School or Lessor or any natural person executing this Agreement or any related document or instrument.

Section 16.14 Waiver. No term of this Agreement shall be deemed waived unless such waiver is in writing signed by the party making the waiver. No delay or omission by either party in exercising or enforcing any right or power hereof shall impair such right or power or be construed to be a waiver thereof. No custom or practice that may evolve between the parties shall be construed to lessen the right of a party to require the performance of the other party in strict accordance with the terms of this Agreement. A waiver by one party of a failure of the other party to fully comply with any of the terms of this Agreement shall not be construed to be a waiver of any subsequent failure to comply or any other failure to comply.

Section 16.15 Administrative Approval. Pursuant to NMSA 1978, §22-26A-4, the parties to this Agreement acknowledge that they have obtained the required statutory approval from both the Public Education Department and the Public School Facilities Authority.

[Signature pages follow]

LESSOR
SAYLOR FAMILY TRUST, LLC

By: _____

Printed Name: RICHARD SAYLOR

Title: MANAGING MEMBER

ACKNOWLEDGEMENTS

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

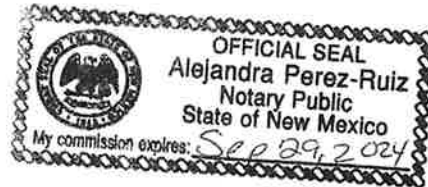
The foregoing Lease Purchase Arrangement was acknowledged before me this 24 day of March, 2021, by Richard Saylor, managing member of Saylor Family Trust, LLC, a New Mexico limited liability company, on behalf of the company.

(Seal)

Alejandra Perez-Ruiz
Notary Public

My Commission Expires:

Sep 29, 2024



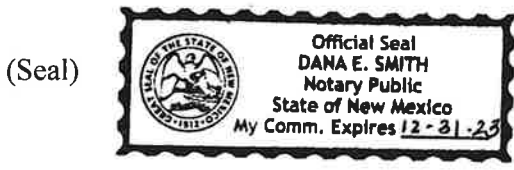
SCHOOL
SOUTHWEST SECONDARY LEARNING CENTER
 A New Mexico Public School

By: *Deborah Burns*

Printed Name: Deborah Burns
 Title: Governing Council President

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

The foregoing Lease Purchase Arrangement was acknowledged before me this 9th day of March, 2021, by Deborah Burns, as President of the governing body of Southwest Secondary Learning Center, a New Mexico public charter school.



Dana E. Smith
 Notary Public

My Commission Expires:
12-31-23

EXHIBIT A
LEGAL DESCRIPTION - PROPERTY

A certain parcel of land located within the Corporate limits of the City of Albuquerque, New Mexico comprising Tract 12A and 12B, as shown on the plat of Blocks 11 to 18, inclusive, MESA ARRIBA SUBDIVISION, filed in the office of the County Clerk of Bernalillo County, New Mexico on July 29, 1959, Book C4, Page 128 and being more particularly described as follows:

Beginning at the northeast corner of the parcel herein described, being the northeast of Tract 12A, also being the southeast corner of Lot 1, Block 12, Mesa Arriba Subdivision and also being a point on the west right of way line of Morris Street, N.E.; thence S 00° 07' 00" E a distance of 374.63 feet along said right of way line; thence along the arc of a curve to the right with DELTA equals 89° 44' 00", R equals 25.00 feet and L equals 39.15 feet to a point on the north right of way line of Candelaria Road, N.E.; thence S 89° 37' 00" W a distance of 464.48 feet along said right of way line to the southwest corner of the parcel herein described, being the southwest corner of said Tract 12A; thence N 00° 07' 00" W a distance of 78.10 feet; thence N 14° 53' 00" E a distance of 330.74 feet; thence N 89° 17' 00" E a distance of 403.78 feet to the point of beginning.

COMMON ADDRESS:

10301 Candelaria NE
Albuquerque, NM 87112

See attached plat.

BUILDING CODE REQUIREMENTS UBC 1997 Ed.

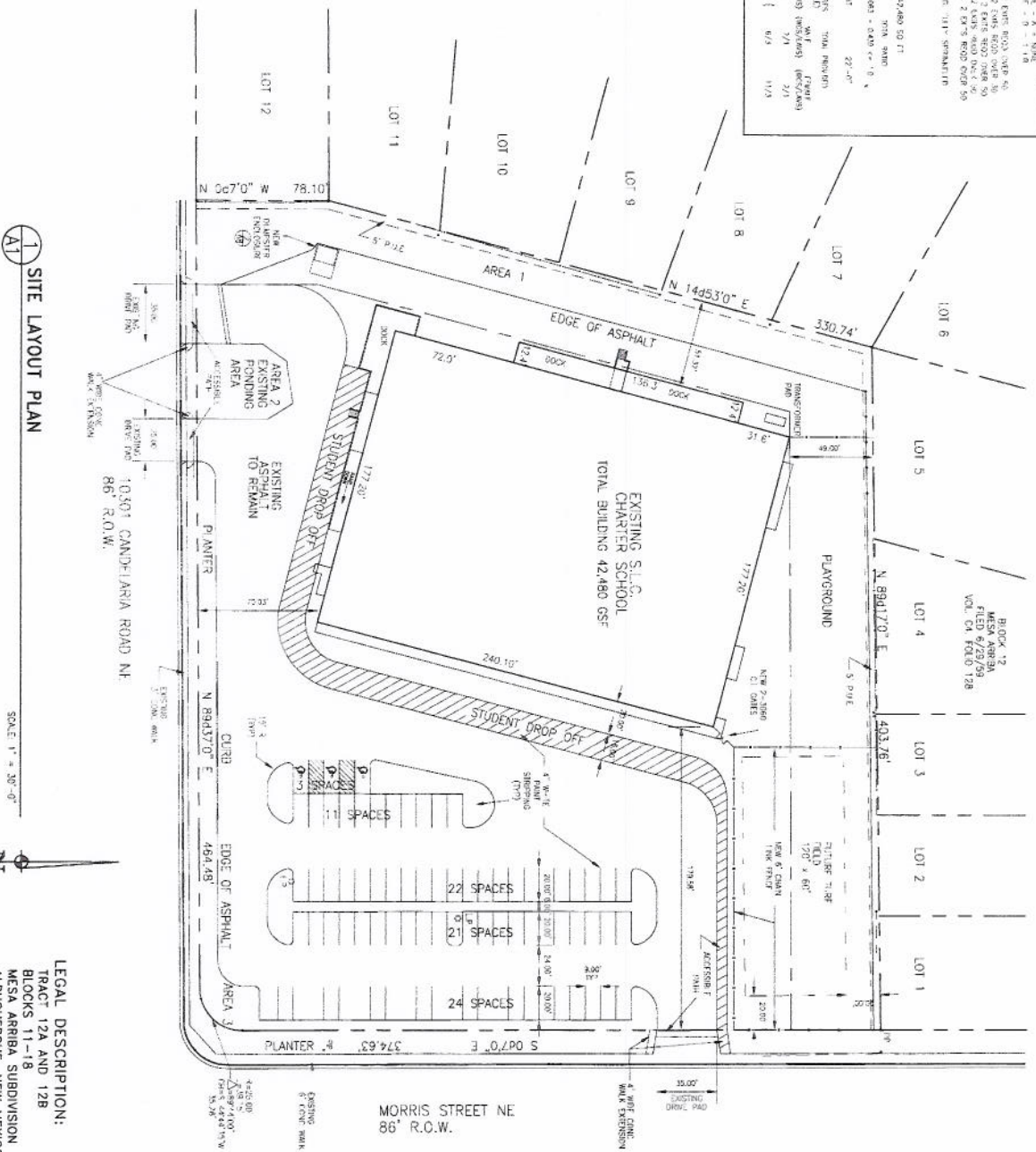
CONCRETE	F-1	3000 PSI	18" THICK	MIN. 4" REINFORCING	MIN. 4" DIA.	MIN. 4" DIA.
FOUNDATION	F-2	ASBESTOS	3" DIA.	MIN. 4" DIA.	MIN. 4" DIA.	MIN. 4" DIA.
ROOF	R-1	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM
WALLS	W-1	8" CMU	8" CMU	8" CMU	8" CMU	8" CMU
FLOORING	F-3	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM
CEILING	C-1	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM
GLAZING	G-1	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM
MECHANICAL	M-1	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM
ELECTRICAL	E-1	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM
PLUMBING	P-1	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM	1/2" GYPSUM

LANDSCAPE CALCULATIONS:

REQUIRED FOR	1 SPACE / 1000 SF	25 SPACES
MIN. SPACE	1 SPACE / 4 STUDENTS	49 SPACES
TOTAL		74 SPACES
ACTUAL PROVIDED	74 SPACES	74 SPACES

PARKING CALCULATIONS:

REQUIRED FOR	1 SPACE / 1000 SF	25 SPACES
MIN. SPACE	1 SPACE / 4 STUDENTS	49 SPACES
TOTAL		74 SPACES
ACTUAL PROVIDED	74 SPACES	74 SPACES



SITE LAYOUT PLAN

SCALE 1" = 30'-0"

LEGAL DESCRIPTION:
 TRACT 12A AND 12B
 BLOCKS 11-18
 MESA ARRIBA SUBDIVISION
 ALBUQUERQUE, NEW MEXICO



1 FLOOR PLAN

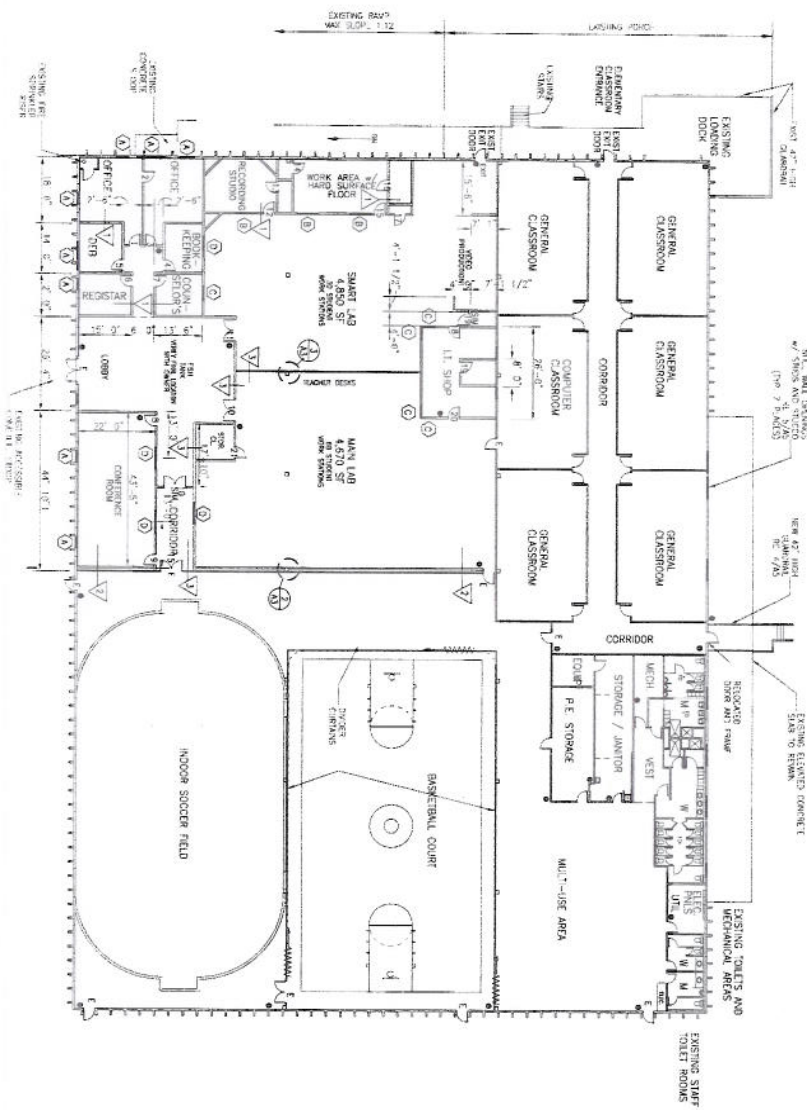
AREA OF WORK THIS PROJECT:
TOTAL 3,580 GROSS SF

ENTIRE BUILDING:
TOTAL 42,480 GROSS SF

SCALE: 1/8" = 1'-0"



NOTES:
• 21.03B F.E.
• 22 REC'D.



SHEET
A2
OF 02

AS-BILT
FLOOR PLAN

TENANT IMPROVEMENT FOR
SOUTHWEST LEARNING CENTER
10301 CANDELARIA NE
ALBUQUERQUE, NM

ML 0453ARCH
AS-BILT
08 MAR 05

MASTERWORKS ARCHITECTS, INC.
516 ELEVENTH ST. NW 242-1866
ALBUQUERQUE, NM 87102-1806



EXHIBIT B TENANT IMPROVEMENTS

A. *Infrastructure.* Lessor shall install or cause to be install such infrastructure or to complete required connections to such infrastructure to the Improvements described in this Exhibit B, including but with without limitation: required electricity, gas, city water and sewer/storm water drainage, and fiber optics (cable and telephone) to the portable structures to be installed, all required traffic controls, street lighting, drainage structures and all such other requirements as mandated by any jurisdiction with authority over the contemplated Improvements. Required traffic studies to complete all related infrastructure or connections to the infrastructure for the Improvements shall be the obligation of the Lessor.

B. *Improvements.* Lessor shall complete the Improvements to the Property as described generally below and with more specificity as shown and described in Attachment B-1 to this Exhibit B.

1. General Description of Improvements: Lessor shall install portable buildings and related structures as depicted in the attached specifications and plans (“Plans”). The Improvements shall be constructed and installed in accordance with all state, federal, and local laws and requirements for public school facilities, including but not limited to the Americans with Disabilities Act, Educational Occupancy requirements of the International Building Code, and New Mexico Statewide Adequacy Standards applicable to charter schools as set forth in 6.27.30 NMAC in effect as of the date of the initial design and issuance of permits. The Improvements when delivered to School shall meet the current weighted New Mexico condition index (wNMCI) as determined by PSFA.

2. Plans: Lessor has contracted with a licensed architect and such other design/construction professionals experienced in public school projects for design/buildout and construction of the Improvements. Lessor and School have approved the Plans for the Improvements as prepared by Lessor’s architect.

3. Lessor’s Work. Lessor’s Work shall be to complete the Improvements according to the Plans.

4. Construction of Lessor’s Work:

a. Lessor will cause substantial completion of Lessor’s Work to occur on or before August 1, 2020, subject to satisfactory completion of the Punch List of repairs (described below) which shall not interfere with the School’s use of the Property. Lessor’s unreasonable delay in obtaining permits for construction shall not extend the substantial completion date. Lessor represents that it has applied for all required permits as of June 11, 2020.

b. “Substantial Completion” of Lessor’s Work shall be deemed to be on the date that a “certificate of occupancy” or comparable certificate has been issued for

Lessor's Improvements by the appropriate governmental authority. Lessor and School shall cooperate to obtain necessary approvals for the Substantial Completion of Lessor's Work. Notwithstanding the foregoing, Substantial Completion shall not be later than August 1, 2020.

c. Punch List Items. School shall deliver a written list of Punch List items to be repaired by Lessor. The list may be singular or multiple lists as repair requirements arise. School shall notify Lessor of all final Punch List Items by no later than thirty (30) days from the Rent Commencement Date. Lessor shall complete Punch List items to School's satisfaction by no later than thirty days (30) from the initial notification, unless repair of any Punch List item is required for operation of the School and in said event repairs shall be made as soon as practical.

C. Insurance: Lessor shall comply with the following requirements related to insurance during the construction of Lessor's Work:

1. General Requirements. Insurers must be authorized to do business (and have an agent for service of process) in the State and either: (1) have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating; or (2) otherwise be acceptable to School as evidenced by School's written approval of such insurer. All policies shall name Lessor and School as an additional insured or loss payee, as applicable. Certificates of insurance (and endorsements) must be on forms acceptable to School delivered to School prior to commencement of the Lessor's Work. The Contractor shall furnish a certificate of insurance which shall include a thirty (30) day cancellation clause requiring the insurer to mail thirty (30) day written notice to School prior to any cancellation or termination of insurance. Contractor shall not commence nor continue to perform any of Lessor's Work unless Contractor, at its own expense, has in full force and effect all required insurance. All policies shall be on an occurrence (as opposed to claims made) basis. Certificates of insurance for all coverages required herein shall be provided to School at Closing and shall remain in effect until after the Lessor's Work is completed and all warranty periods have run.

2. Worker's Compensation and Employer's Liability Insurance. Lessor shall procure and maintain during the life of the construction contract complete Worker's Compensation and Employer's Liability Insurance in accordance with the Requirements of Law. Lessor shall require each subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in Lessor's Work. Worker's Compensation coverage shall be carried in the amounts of the statutory limits. Lessor shall provide and Lessor shall cause each subcontractor to provide Employer's Liability coverage of not less than \$100,000 for each person.

3. Liability Insurance. Lessor shall procure and maintain commercial general liability insurance. The policy(ies) shall provide limits of not less than those shown below:

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Personal Injury
\$100,000 Property Damage
\$50,000 Medical Expense (any one person)

Excess insurance or umbrella liability insurance will be acceptable in obtaining the above limits. The Products and Completed Operations Liability Insurance must be maintained for a period of not less than one (1) year following Substantial Completion of Lessor's Work.

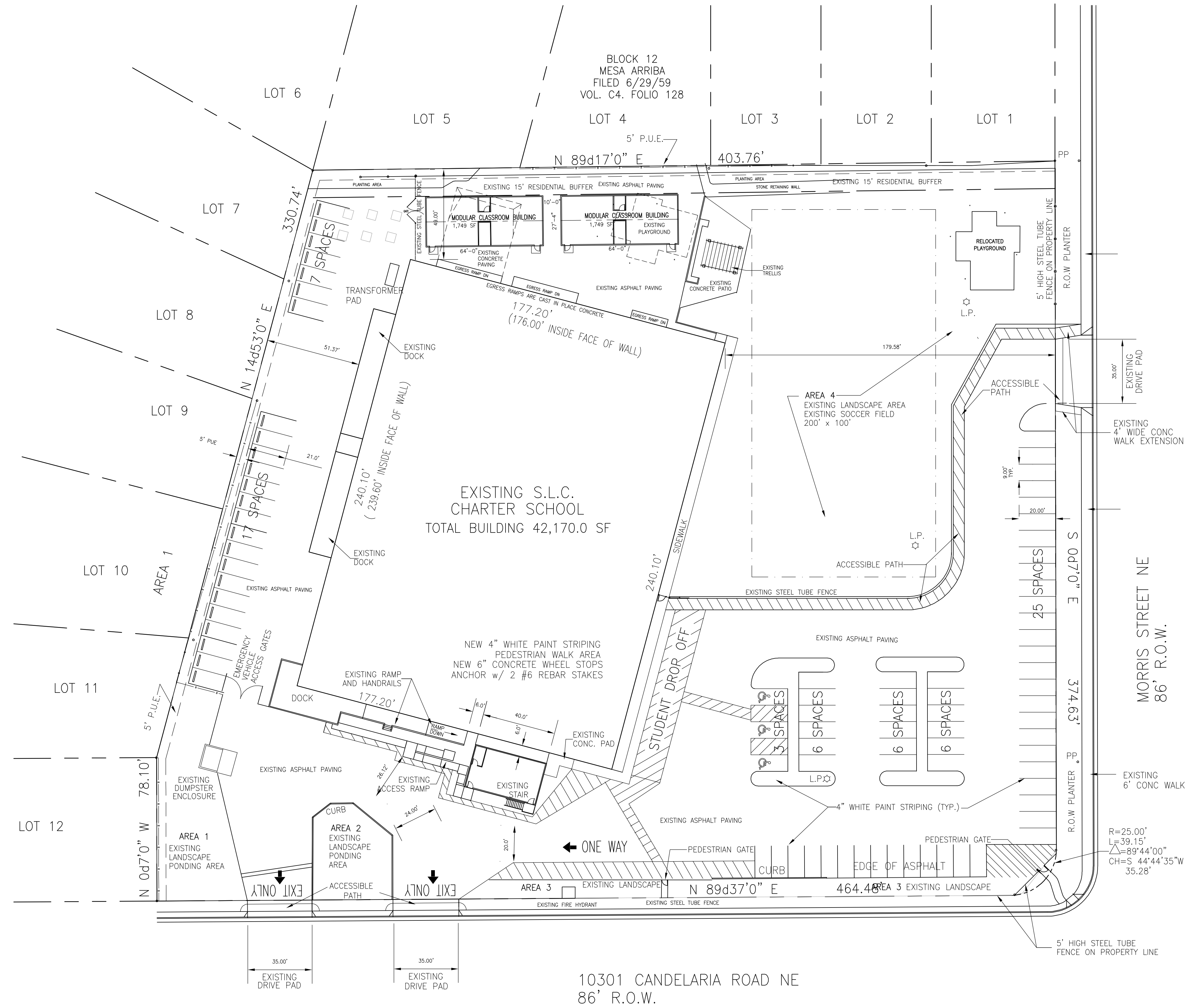
4. Builder's Risk. Lessor shall provide Builder's Risk insurance coverage for the Lessor's Work (for full insurable value to replace/repair up to \$200,000 (Two Hundred Thousand Dollars)). Such coverage shall include completed work in progress and insure against the perils of fire and "all risk" insurance for physical loss or damage including, theft, vandalism or malicious mischief.

5. Coverages. NMPSIA shall have the right to establish and adjust coverages and required amounts of insurance for Contractor.

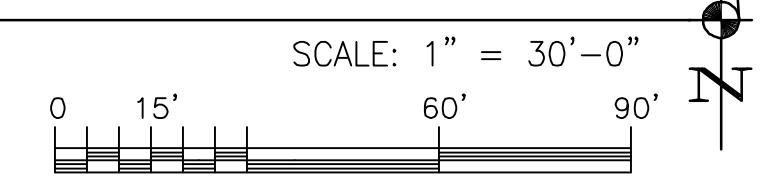
D. Warranties: All of Lessor's Work shall include a one (1) year builder's limited warranty against defects in materials and workmanship commencing on the Rent Commencement Date, the benefits of which shall accrue to both Lessor and School. Further, School shall be assigned and receive the benefit of all extended warranties and manufacturer's warranties that may be associated with any of the Lessor's Work after Substantial Completion.

E. Entry by School: With prior notice to Lessor and Lessor's approval, which approval shall not be unreasonably withheld or delayed, School shall have the right to enter the School Site prior to the completion of Lessor's Work for the sole purpose of installing fixtures and equipment and the work shall be performed in such a manner and at such times as to not interfere with or delay the Lessor's Work

F. Change Orders: School may request changes to the Approved Plans. Any changes are subject to Lessor's consent, which may not be unreasonably withheld. Lessor shall charge a fee for each Change Order of \$500 (Five Hundred Dollars). The School shall not be required to pay for any Change Order that is a result of any change in the Plan caused by Lessor's or any of Lessor's employees', contractors' or representatives', mistakes, errors, omissions, or negligence.



1 SITE LAYOUT PLAN



LEGAL DESCRIPTION:
 TRACT 12A AND 12B
 BLOCKS 11-18
 MESA ARRIBA SUBDIVISION
 ALBUQUERQUE, NEW MEXICO

MASTERWORKS ARCHITECTS, INC
 4200 WYOMING BLVD. NE SUITE B-1
 ALBUQUERQUE, NM 87111 242-1866
 ©MWA, Inc 2020

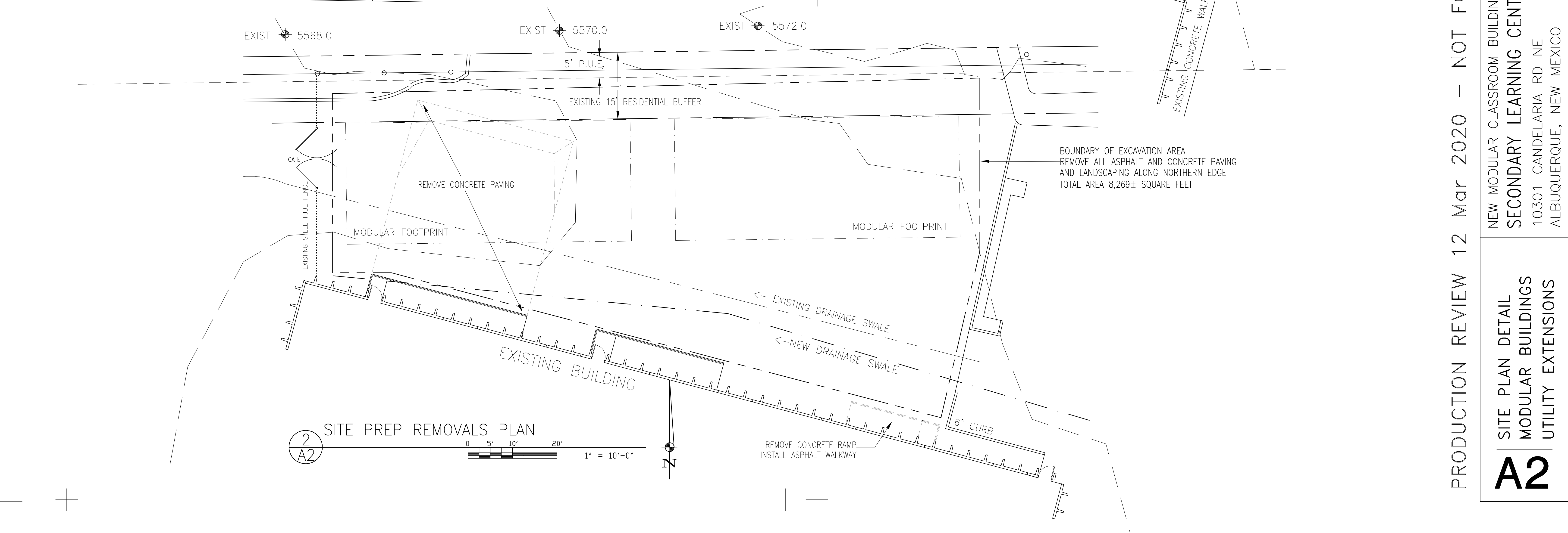
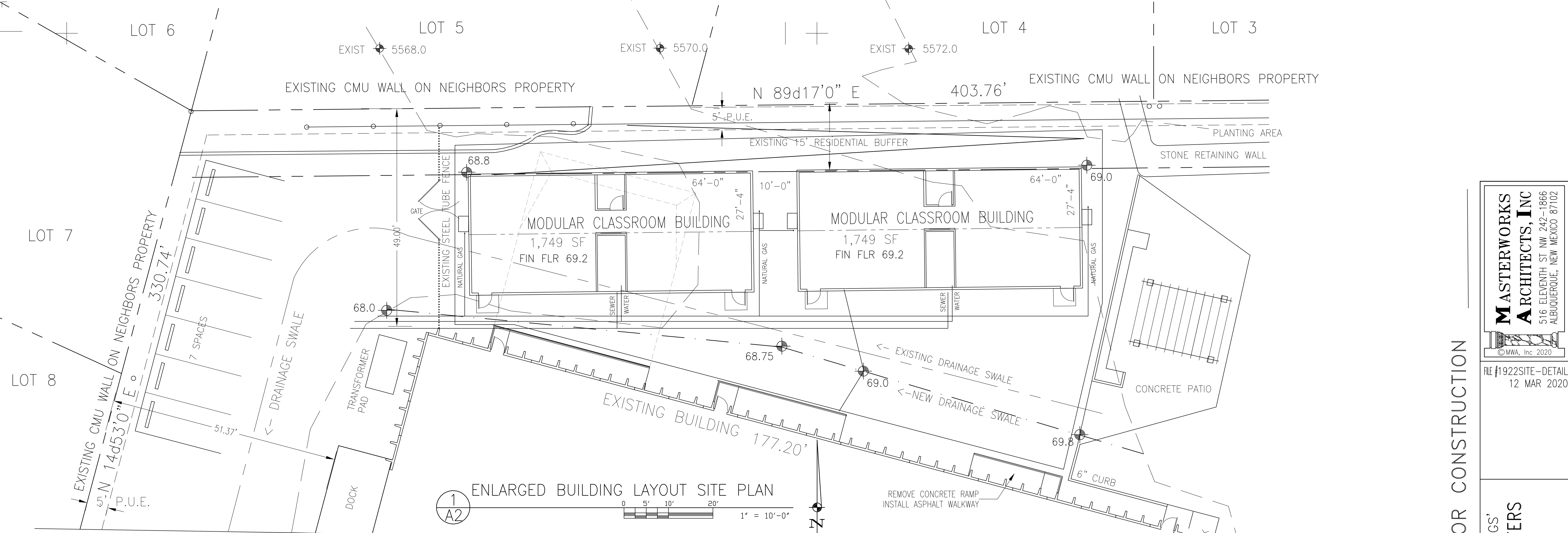
FILE # 1922SITE
 12 MAR 2020

MODULAR CLASSROOM BUILDINGS FOR
SOUTHWEST LEARNING CENTERS
 10301 CANDELARIA RD NE
 ALBUQUERQUE, NEW MEXICO

EXISTING SITE PLAN
 MODULAR BUILDINGS
 CLASSROOMS

A1

PRODUCTION REVIEW 12 Mar 2020 - NOT FOR CONSTRUCTION



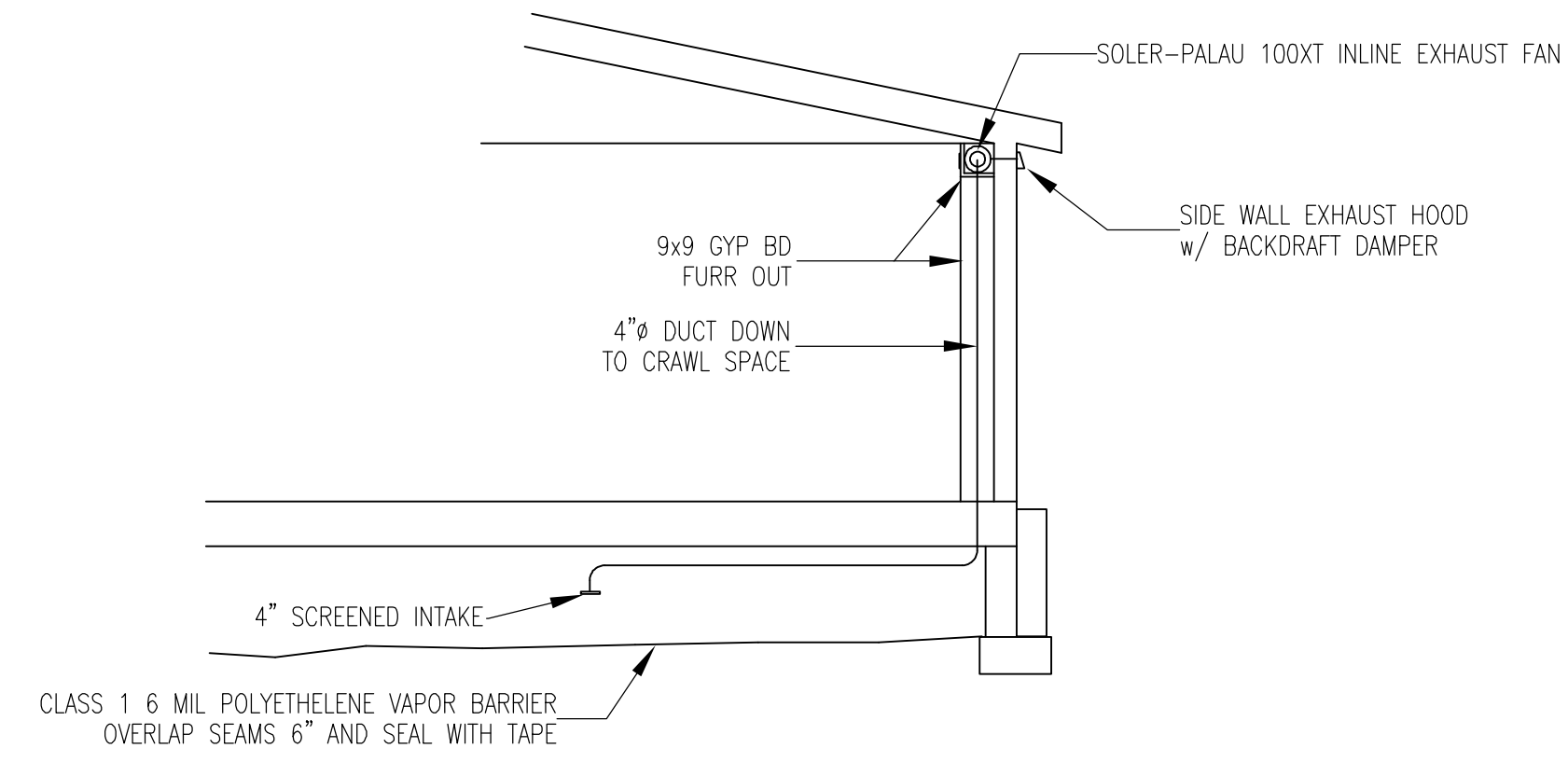
PRODUCTION REVIEW 12 Mar 2020 - NOT FOR CONSTRUCTION

MASTERWORKS ARCHITECTS, INC
 516 ELEVENTH ST NW 242-1866
 ALBUQUERQUE, NEW MEXICO 87102
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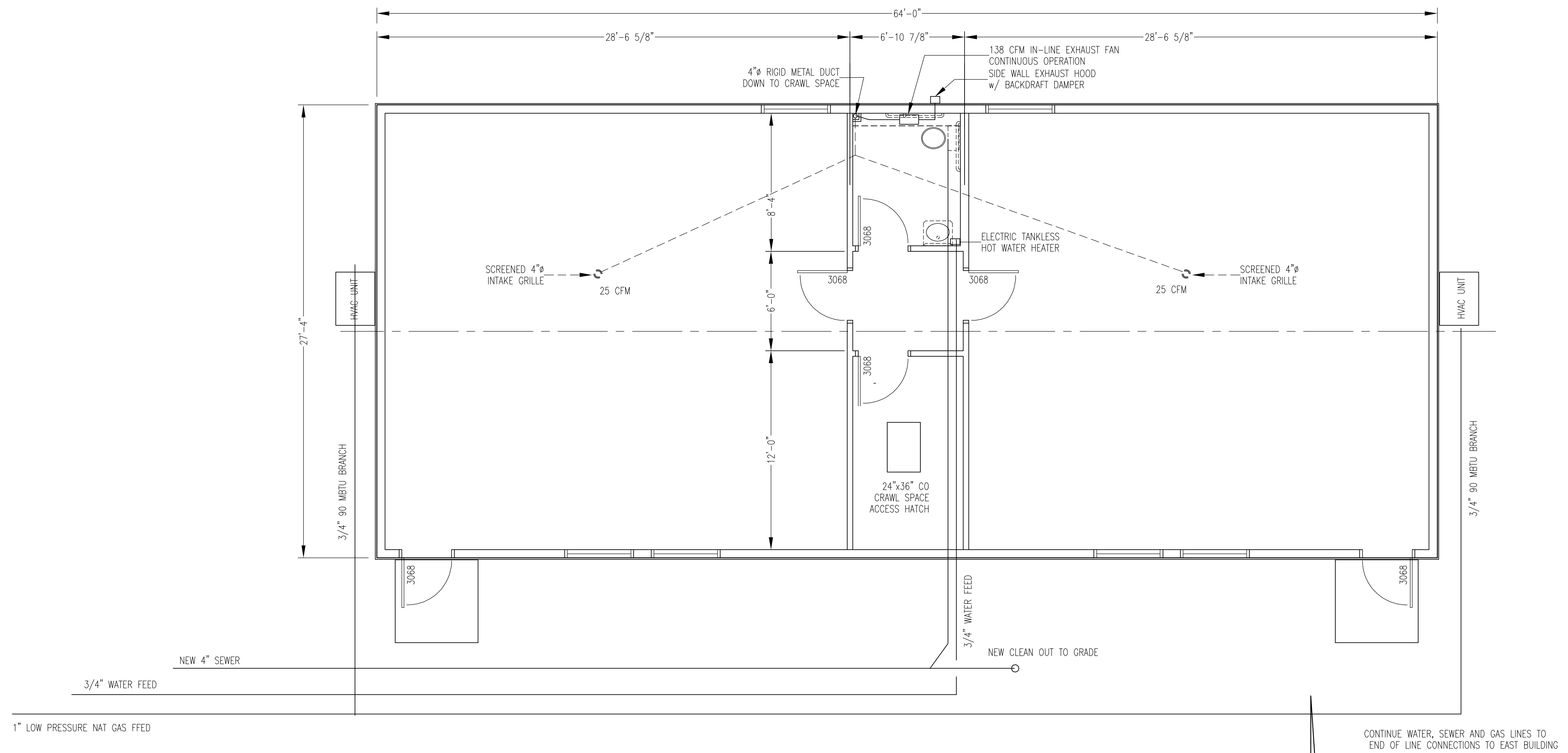
FILE #1922SITE-DETAIL
 12 MAR 2020

NEW MODULAR CLASSROOM BUILDINGS'
SECONDARY LEARNING CENTERS
 10301 CANDELARIA RD NE
 ALBUQUERQUE, NEW MEXICO

SITE PLAN DETAIL
 MODULAR BUILDINGS
 UTILITY EXTENSIONS
A2



2 CRAWL SPACE EXHAUST VENTILATION
A3 SCALE: 1/4" = 1'-0"



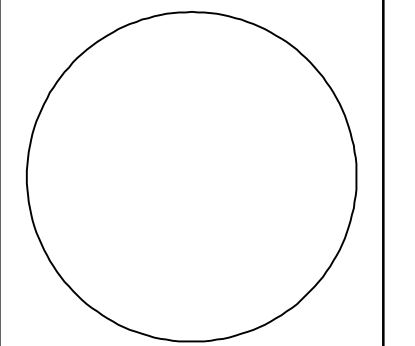
1 ENLARGED FLOOR PLAN WEST BUILDING SHOWN
A3 SCALE: 1/4" = 1'-0"

- NOTES:
 1. VERIFY ALL FEATURES OF THESE DRAWINGS WITH THE ACTUAL CONDITIONS OF THE MODULAR BUILDINGS PROVIDED
 2. SEE COMARK BUILDING SYSTEMS SUBMITTAL FOR ADDITIONAL INFORMATION.

PRODUCTION REVIEW 12 Mar 2020 - NOT FOR CONSTRUCTION

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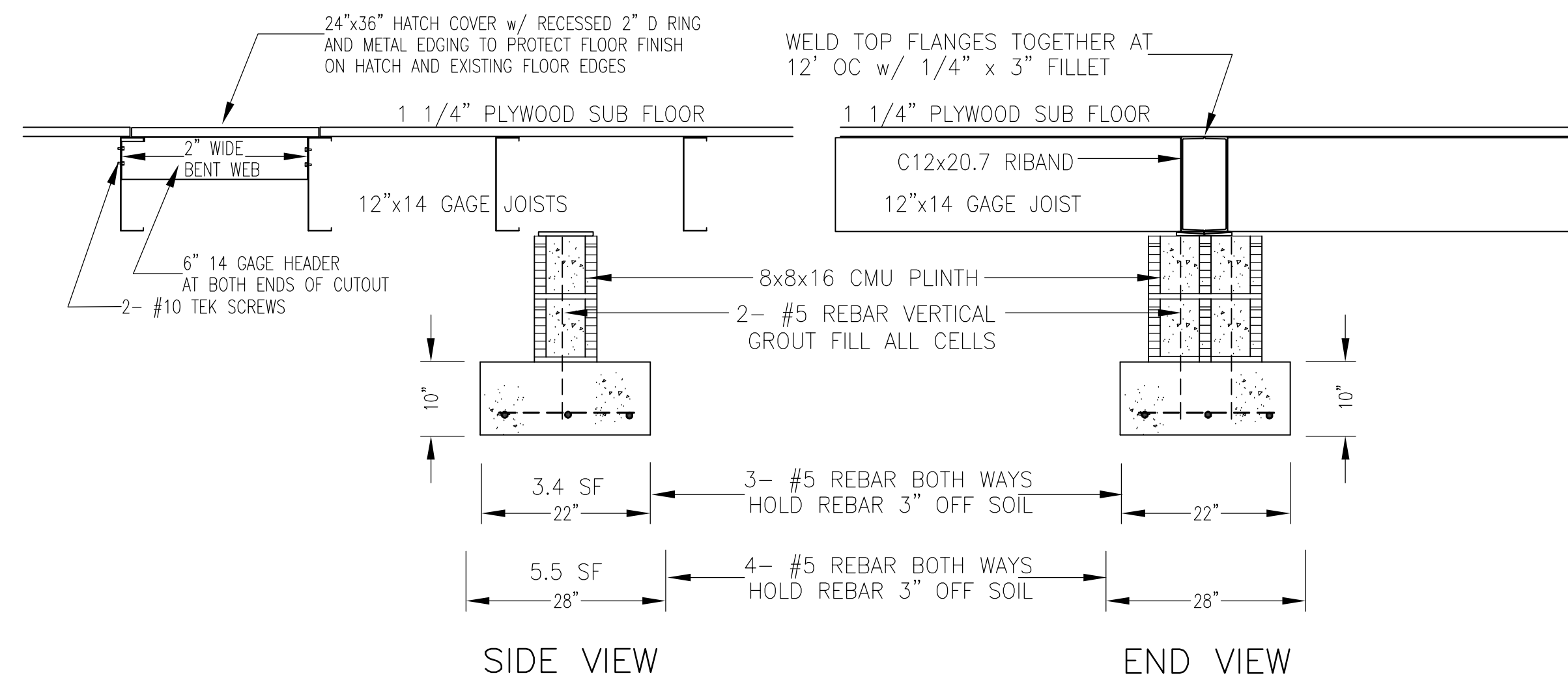
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 12 MAR 2020



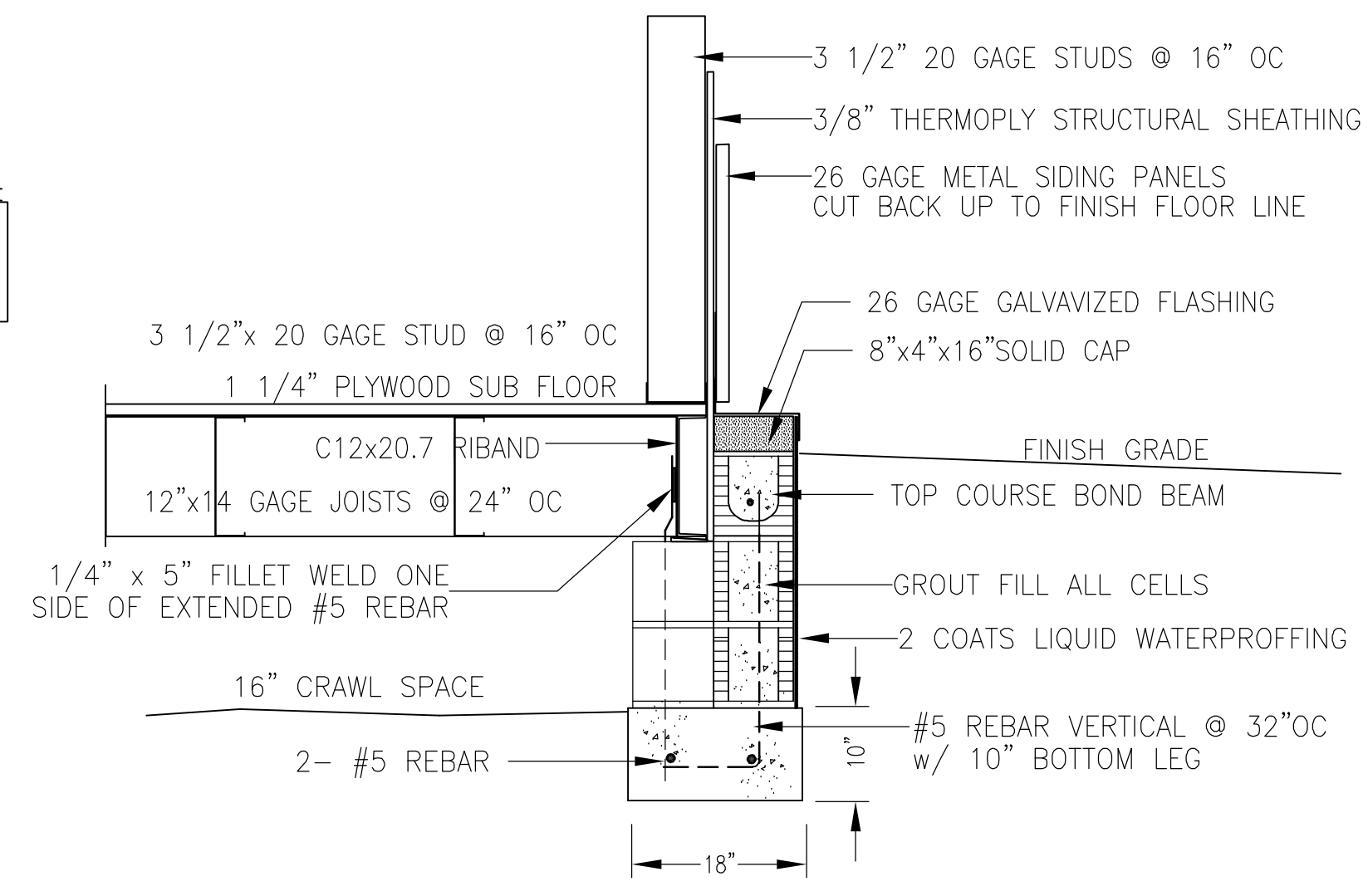
MODULAR CLASSROOM BUILDINGS FOR
SOUTHWEST LEARNING CENTERS
 10301 CANDELARIA RD NE
 ALBUQUERQUE, NEW MEXICO

OVERALL FLOOR PLAN
 utility services

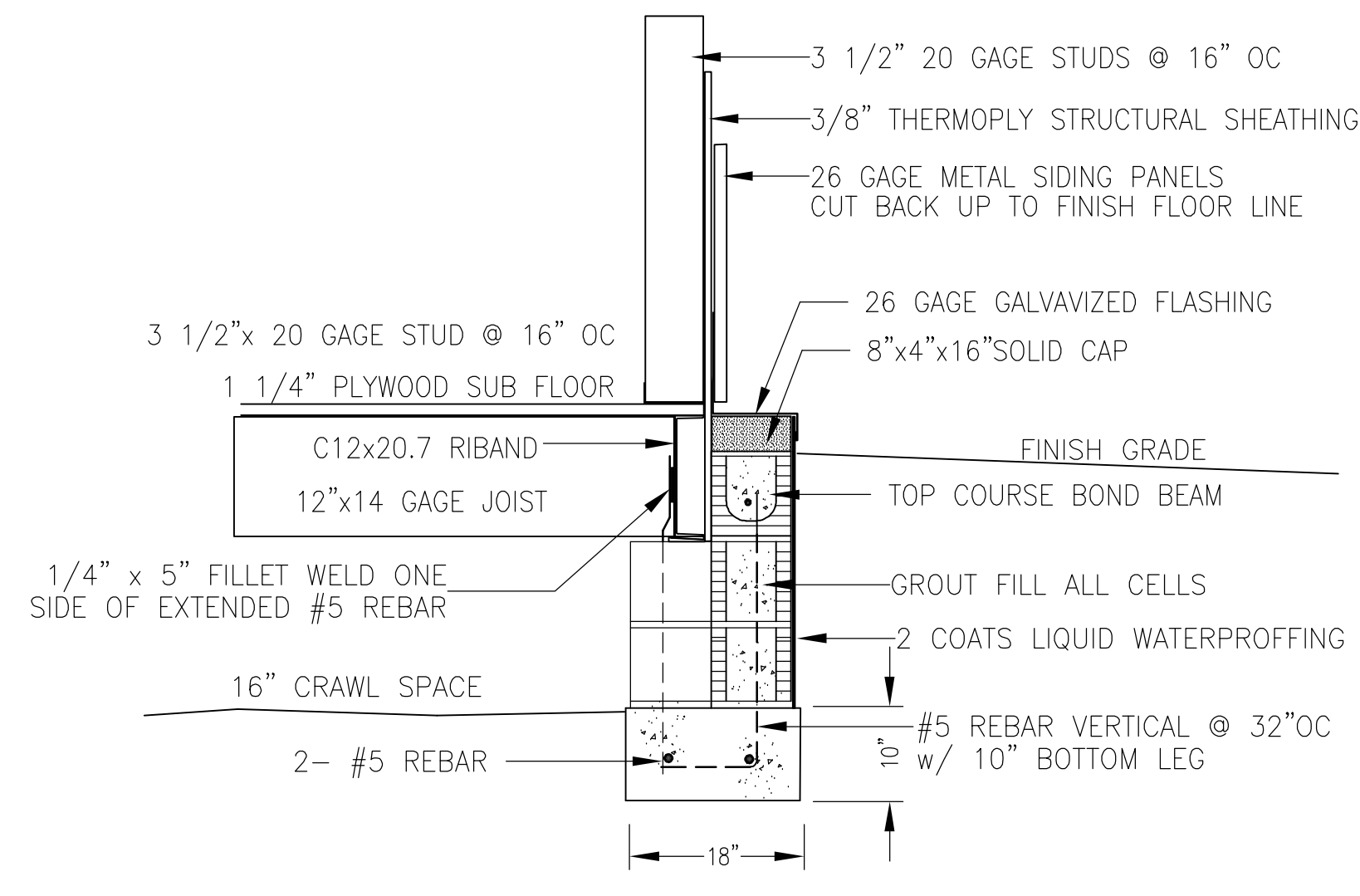
SHEET
A3



4 TYPICAL MID-LINE SUPPORT PIERS
A4 SCALE: 1/4" = 1'-0"



3 END WALL FOOTING
A4 SCALE: 1/4" = 1'-0"



2 SIDE WALL FOOTING
A4 SCALE: 1/4" = 1'-0"

FOUNDATION NOTES:

NO SOILS REPORT HAS BEEN PREPARED FOR THE DESIGN OF THIS PROJECT. IT IS NOT KNOWN IN ADVANCE THE TRUE CONDITIONS OF SUBSURFACE SOILS OR HOW THEY WILL BEHAVE UNDER LOADING. THIS DESIGN WAS COMPLETED WITHIN TYPICAL PROFESSIONAL DESIGN PRINCIPALS AND AS SUCH SHOULD PROVIDE ADEQUATE PERFORMANCE. IF NON TYPICAL SOIL CONDITIONS ARE DISCOVERED DURING EXCAVATION, NOTIFY MASTERWORKS ARCHITECTS FOR A CORRECTIVE SOLUTION. MASTERWORKS ARCHITECTS CANNOT BE HELD RESPONSIBLE FOR DAMAGES RESULTING FROM UNDISCLOSED SOIL CONDITIONS. THE DESIGN WAS BASED ON SOIL BEARING PRESSURE OF 2,000 PSF. IN ACCORDANCE WITH IBC SOIL TYPES CLASSIFICATIONS SW, SP, SM, SC, GM & GC IN SITU SOILS OBSERVED AT THIS LOCATION.

REMOVE EXISTING CONCRETE & ASPHALT PAVING AS SHOWN ON SHEET A2. EXCAVATE DOWN TO CRAWL SPACE DESIGN DEPTH OR AS NEEDED TO REMOVE UNSUITABLE MATERIALS. EXCAVATE FOOTING TRENCHES TO DESIGN DEPTH AND COMPACT TRENCH BOTTOM TO 95% DENSITY.

AFTER BUILDING FOUNDATIONS ARE COMPLETED, REGRADE AREA ESTABLISH NEW DRAINAGE PATTERN AS SHOWN ON GRADING PLAN. COMPACT SUB GRADE TO RECEIVE NEW 3" ASPHALT PAVING

FILL MATERIAL: NON-EXPANSIVE SOIL WHICH MAY BE SITE SOIL OR IMPORTED MATERIAL OR A COMBINATION THEREOF.

FILL MATERIAL SHALL EXHIBIT A PLASTICITY INDEX OF FIFTEEN OR LESS. NO ORGANIC, FROZEN, OR DECOMPOSABLE MATERIAL SHALL BE UTILIZED. ALL FILL MATERIAL SHALL BE CERTIFIED BY THE SUPPLIER.

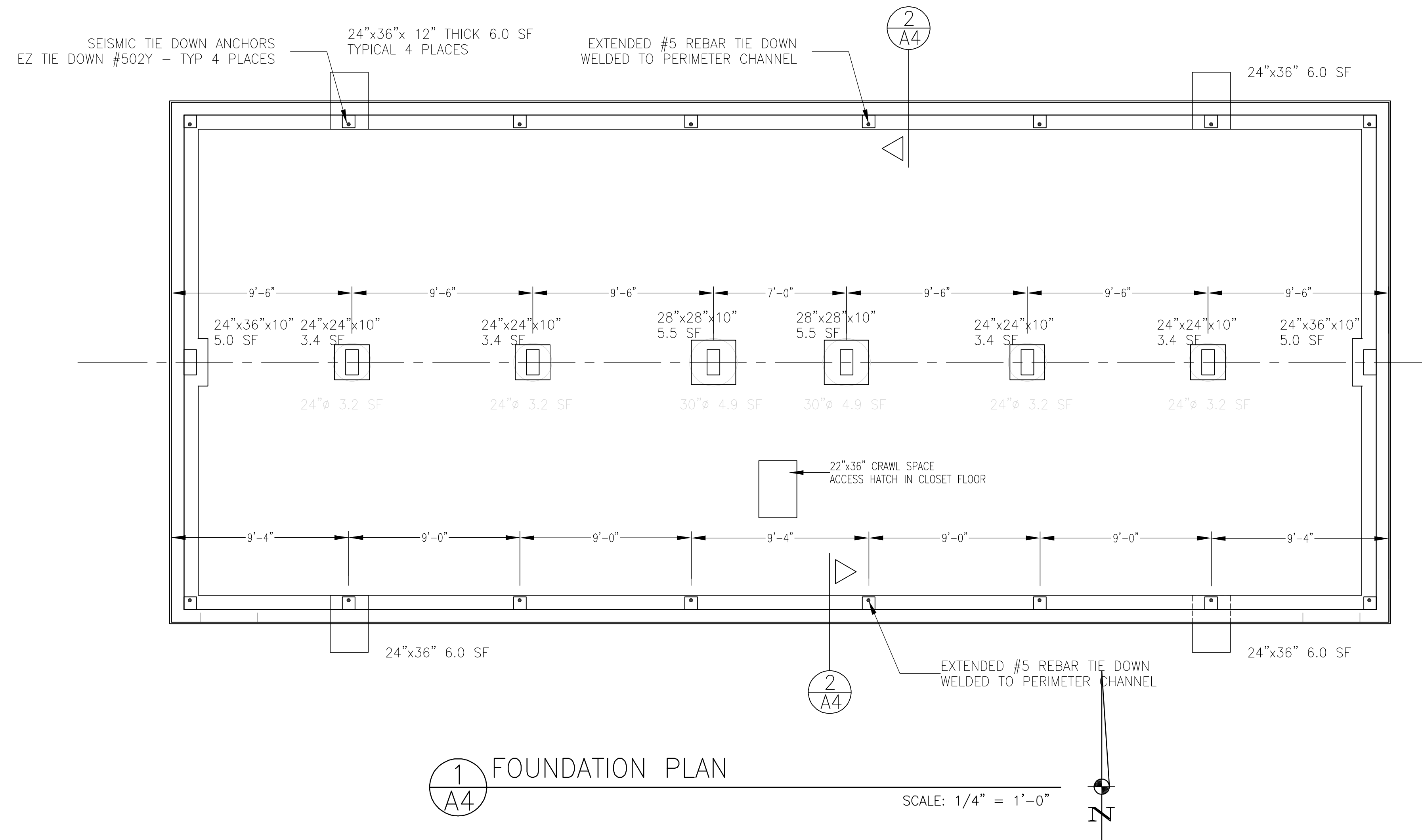
PRECAUTIONS SHALL BE TAKEN DURING AND AFTER CONSTRUCTION TO MINIMIZE SATURATION OF THE FOUNDATION SOILS. POSITIVE DRAINAGE SHALL BE ESTABLISHED AWAY FROM THE EXTERIOR WALLS OF THE STRUCTURE. ALL UTILITY TRENCHES LEADING INTO THE BUILDING SHALL BE BACKFILLED WITH COMPACTED FILL.

REINFORCING:
REBAR ASTM A615 GRADE 60 DEFORMED
STIRRUPS & TIES #3 MAX ASTM A615 GRADE 40
TIE WIRE 18 GAGE ANNEALED
FABRICATE BENT BARS IN ACCORDANCE WITH ACI 315.
LAP ALL SPLICES 20" OR 40 BAR DIAMETERS, WHICHEVER IS LARGER
EXTEND ALL BARS 18" INTO INTERSECTING FOOTINGS
OR PROVIDE 20" x 20" PREBENT CORNER BARS
USE PLASTIC CHAIRS TO HOLD REBAR 3" OFF SOIL.

CONCRETE MASONRY UNITS-
- REINFORCING - ASTM A-615, GRADE 60
- GROUT: F'c = 2000 PSI AT 28 DAYS 3/8" MAX AGGREGATE
- CMU: F'm = 1900 PSI AASTM C90 NORMAL WEIGHT (125PCF)
- MORTAR: TYPE 'S', 1800 PSI AT 28 DAYS

UNCURED CONCRETE AND MASONRY SHALL BE PROTECTED FROM INCLIMATE WEATHER AND FREEZING DAMAGE.

ALL WORK TO BE COMPLETED IN A NEAT AND WORKMANLIKE MANNER. ALL TRASH AND TEMPORARY CONSTRUCTION WILL BE REMOVED.



1 FOUNDATION PLAN
A4 SCALE: 1/4" = 1'-0"

NOTES:
1. PROVIDE NATURAL CRAWL SPACE VENTILATION
1 SF NFA / 150 SF AREA ~ 1,725 SF / 150 = 11.5 SF

NOTES:
UNVENTED CRAWL SPACE INSTALLATION:
6 MIL CLASS 1 POLYETHYLENE VAPOR BARRIER
LAP ALL SEAMS 6" AND TAPE CLOSED

SIDE WALL MOUNTED CRAWL SPACE VENTILATOR



FILE # 1922ARCH
12 MAR 2020

MODULAR CLASSROOM BUILDINGS FOR
SOUTHWEST LEARNING CENTERS
10301 CANDELARIA RD NE
ALBUQUERQUE, NEW MEXICO

FOUNDATION PLAN
DETAILS
SPEC NOTESE

A4

PRODUCTION REVIEW 12 Mar 2020 - NOT FOR CONSTRUCTION

CODE ANALYSIS

ICB & IEBC 2015 Ed.

MAIN BUILDING

EXISTING MAIN BUILDING

OCCUPANCIES:	E	EDUCATION THRU 12th GRADE, FULL TIME	OCCUPANCY	E - A = NONE
	A-3	GYMNASIUM	SEPARATIONS:	E - B = 1 HR
	A-2	LUNCH ROOM		B - A = 1 HR
	B	OFFICES AND SUPPORT SPACES		
OCCUPANTS:	E	CLASSROOMS	8,047 SF = 403 PERSONS @ 1/20 SQ FT, 2 EXITS REQD OVER 50	
	E	LABORATORIES	8,503 SF = 171 PERSONS @ 1/50 SQ FT, 2 EXITS REQD OVER 50	
	A-3	GYMNASIUM	14,633 SF = 293 PERSONS @ 1/50 SQ FT, 2 EXITS REQD OVER 50	
	A-2	LUNCH ROOM	3,711 SF = 248 PERSONS @ 1/15 SQ FT, 2 EXITS REQD OVER 50	
	B	OFFICES	4,219 SF = 43 PERSONS @ 1/100 SQ FT, 1 EXIT	
	B	SUPPORT AREAS	1,958 SF = 20 PERSONS @ 1/100 SQ FT, 1 EXIT	
	B	STORAGE	1,099 SF = 4 PERSONS @ 1/300 SQ FT, 1 EXIT	
TOTALS			42,170 SF	1,182 PERSONS
		(INSIDE FACE OF EXTERIOR WALLS)		4 EXITS REQD OVER 1.1000 SF (7 EXITS PROVIDED)

CONSTRUCTION TYPE: II-1HR CONCRETE BUILDING w/ NONCOMBUSTABLE INTERIOR FRAMING; FULLY SPRINKLED

BASIC ONE STORY ALLOWABLE AREA 62,000 SQ FT (A MOST RESTRICTIVE)
 TOTAL ACTUAL AREA 42,480 SQ FT (OUTSIDE FACE OF EXTERIOR WALLS)

MIXED USE OCCUPANCY: E A B TOTAL RATIO
 $\frac{\text{ACTUAL SF}}{\text{ALLOWABLE SF}} = \frac{16,550 \text{ SF}}{106,000 \text{ SF}} = 0.156 + \frac{18,344 \text{ SF}}{62,000 \text{ SF}} = 0.296 + \frac{7,276 \text{ SF}}{150,000 \text{ SF}} = 0.048 = 0.50 \leq 1.0$

MAX. HEIGHT 1 STORIES (IBC) - 26' (ZONING) ACTUAL HEIGHT 22'-0"

DETACHED MODULAR CLASSROOM BUILDINGS

CONSTRUCTION TYPE: V-B COMBUSTABLE FRAMING, NON-SPRINKLERED

EXISTING SOUTH SIDE MODULAR CLASSROOMS 1,766 SF ACTUAL AREA, 9,500 ALLOWABLE AREA

CLASSROOMS - 1 EACH		
FIXED CAPACITY @ 25 STUDENTS/CLASSROOM	25 PERSONS	
SUPPORT AREA 189 SF	1 PERSON	
TOTAL OCCUPANTS	26 PERSONS	2 EXISTS REQD, 2 EXISTS PROVIDED

NEW NORTH SIDE MODULAR CLASSROOMS 3,078 SF ACTUAL AREA, 9,500 ALLOWABLE AREA

CLASSROOMS - 4 EACH		
FIXED CAPACITY @ 25 STUDENTS/CLASSROOM	100 PERSONS	
SUPPORT AREA 378 SF	2 PERSONS	
TOTAL OCCUPANTS	102 PERSONS	2 EXISTS REQD, 4 EXISTS PROVIDED

PLUMBING FIXTURES:

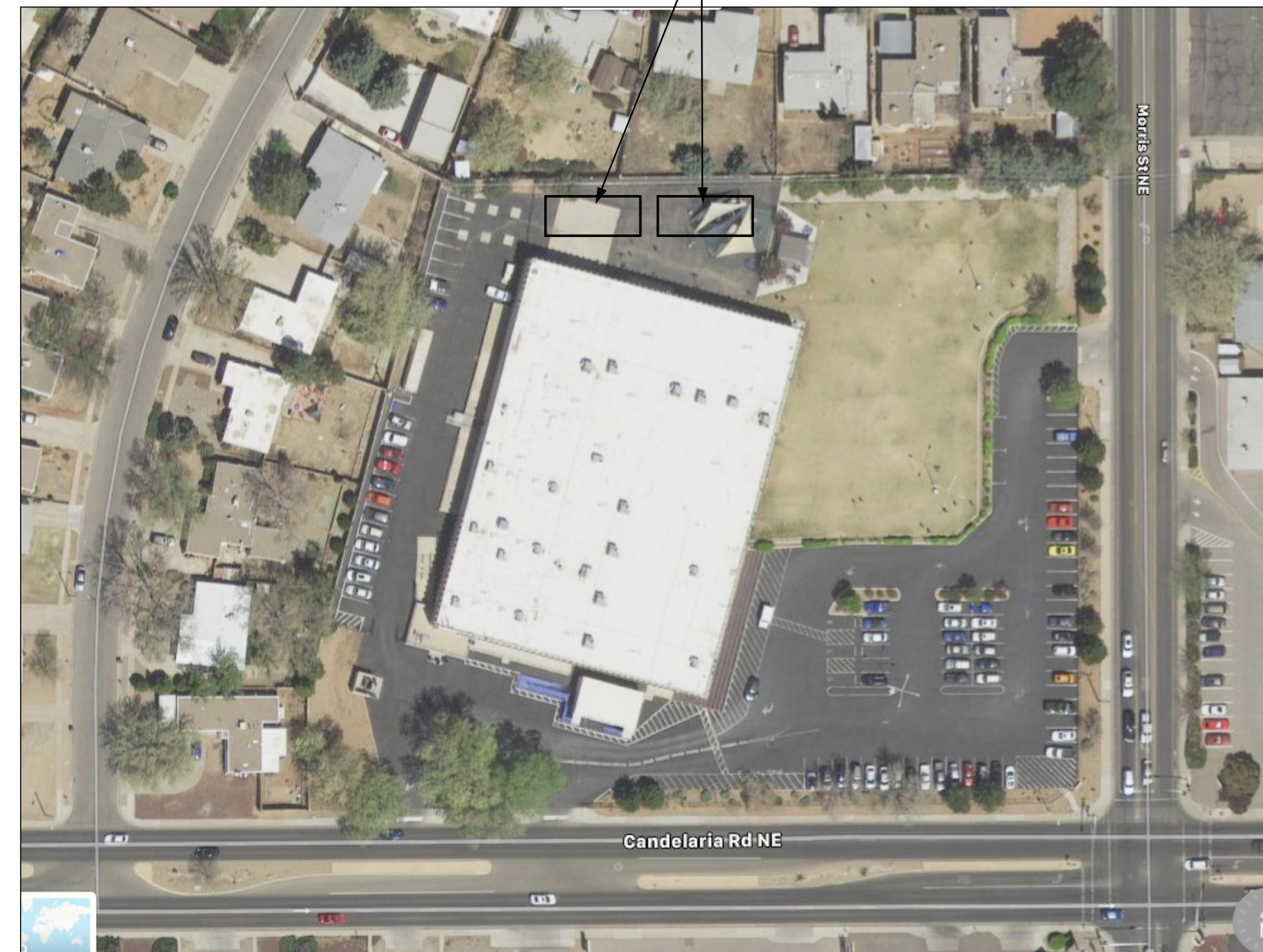
THE ACTUAL STUDENT OCCUPANT LOAD FOR THIS EDUCATION FACILITY IS LIMITED TO 25 STUDENTS PER CLASSROOM AND LABORATORY AS SET BY THE CURRENT CHARTER AND THE NM SCHOOL FACILITIES PLAN.

THE OCCUPANT LOAD FOR OTHER PERSONS INCLUDING INSTRUCTORS, ADMINISTRATIVE STAFF AND SUPPORT PERSONNEL ARE DETERMINED BY FLOOR AREA CALCULATION.

ALL TOILET FACILITIES ARE EXISTING AND LOCATED IN THE MAIN BUILDING.

GROUP E EDUCATIONAL 1/50 OCCUPANTS	NUMBER OF FIXTURES PER SEX	REQUIRED PLUMBING FIXTURES (50% MALE + 50% FEMALE)		TOTAL PROVIDED	
		MALE (WCS/LAVS)	FEMALE (WCS/LAVS)	MALE (WCS/LAVS)	FEMALE (WCS/LAVS)
MAIN BUILDING					
CLASSROOMS - 6 EACH 300 STUDENTS / 50	6 FIXTURES				
LABS - 2 EACH 100 STUDENTS / 50	2 FIXTURES				
SOUTH SIDE MODULAR CLASSROOMS					
CLASSROOMS - 1 EACH 25 STUDENTS / 50	1 FIXTURE				
FIXED CAPACITY @ 25 STUDENTS/CLASSROOM					
NORTH SIDE MODULAR CLASSROOMS					
CLASSROOMS - 4 EACH 100 STUDENTS / 50	2 FIXTURES				
FIXED CAPACITY @ 25 STUDENTS/CLASSROOM					
TOTAL REQUIRED	11 FIXTURES PER SEX	6 / 5	6 / 5	6 / 3	11 / 3
ALL BUILDINGS					
GROUP B OFFICE & STAFF 35 PERSONS					
18 PERSONS PER SEX / 25	1 FIXTURE/SEX	1 / 1	1 / 1	2 / 1	2 / 1

TOTAL ALL PLUMBING FIXTURES REQUIRED = 26 FIXTURES PROVIDED = 29 FIXTURES



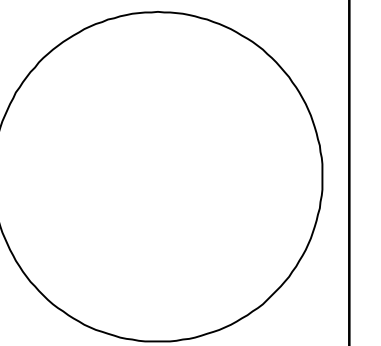
1 AERIAL SITE LAYOUT MAP

NO SCALE

PRODUCTION REVIEW 12 Mar 2020 - NOT FOR CONSTRUCTION



FILE # 1922ARCH
12 MAR 2020



MODULAR CLASSROOM BUILDINGS FOR
SOUTHWEST LEARNING CENTERS
 10301 CANDELARIA RD NE
 ALBUQUERQUE, NEW MEXICO

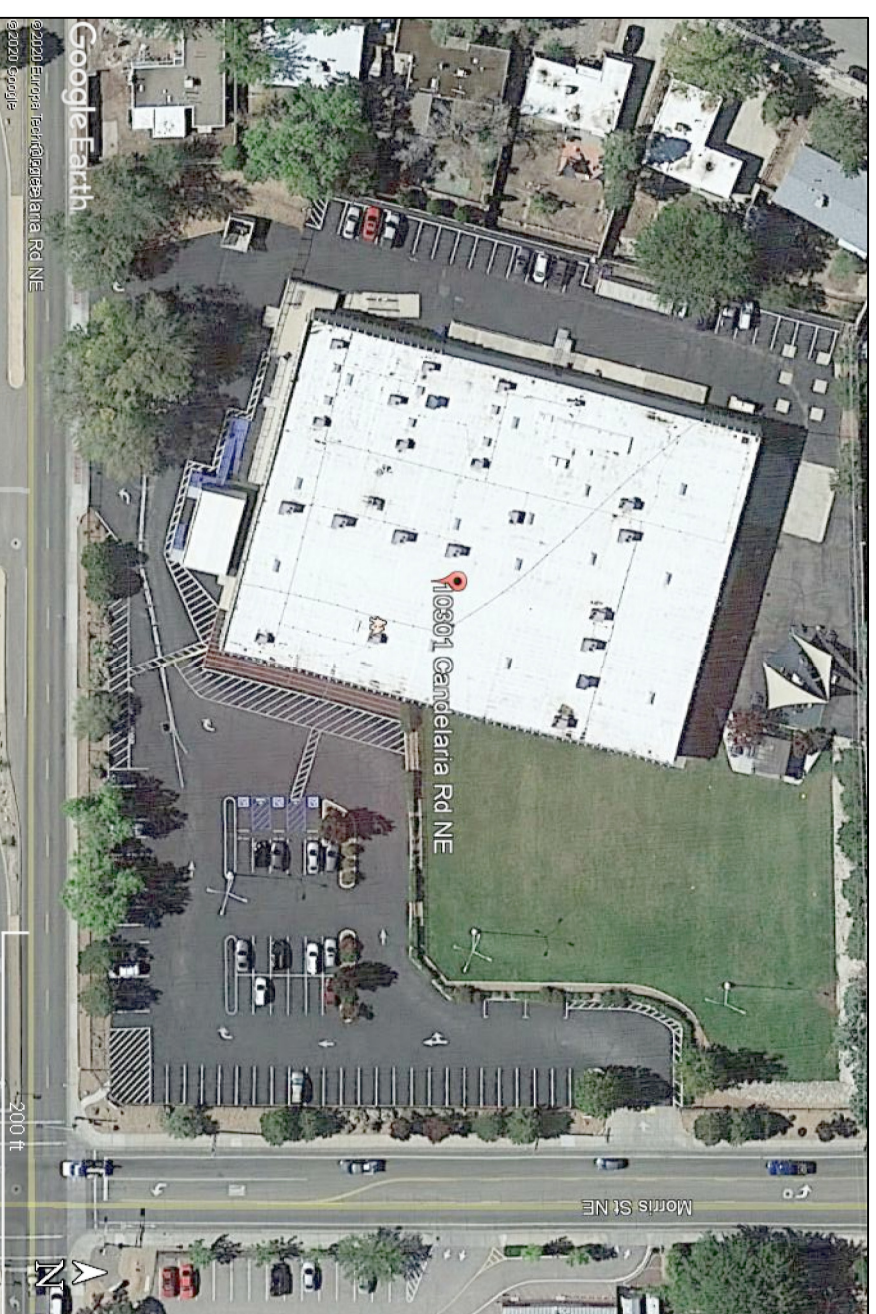
SITE LOCATION MAP
 CODE ANALYSIS

T1

GRADING & DRAINAGE PLAN

THE MODULAR BUILDING CHARTER SCHOOL PROJECT IS LOCATED IN THE FAR NORTHEAST AREA OF ALBUQUERQUE APPROXIMATELY 6 MILES EAST OF THE DOWNTOWN CORE. THE GRADING & DRAINAGE SCHEME HEREON IS IN COMPLIANCE WITH THE CITY FLOOD HAZARD ORDINANCE, AND THE CITY STORM DRAINAGE ORDINANCE. THE PLAN IS REQUIRED IN ORDER TO FACILITATE THE OWNER'S REQUEST FOR BUILDING PERMIT. THE PLAN SHOWS:

1. EXISTING CONTOURS, AND SPOT ELEVATIONS AND EXISTING DRAINAGE PATTERNS AND EXISTING SIDEWALKS, INCLUDING 42800 SF BUILDING STRUCTURE, EXISTING SIDEWALKS, AND APPROPRIATE LANDSCAPING IMPROVEMENTS.
 2. PROPOSED IMPROVEMENTS: 2-1749 SF MODULAR BUILDINGS, ASPHALT REMOVE/REPLACE, 1/2 BASKETBALL SLAB, AND NEW GRADE ELEVATIONS.
 3. CONTINUITY BETWEEN EXISTING AND PROPOSED ELEVATIONS, WHICH CONTRIBUTION AND ACCEPTANCE OF ALL ON-SITE FLOWS WHICH CONTRIBUTE TO THE DEVELOPED FLOWS GENERATED BY THE IMPROVEMENTS.
- THE PURPOSE OF THE PLAN IS TO ESTABLISH CRITERIA FOR CONTROLLING STORM RUNOFF AND EROSION AND ASSIST IN DETERMINING HISTORIC FLOWS TO CONTINUE TO DRAIN THROUGH THE PROPERTY. PRESENTLY, THE SITE IS BOUNDED ON THE NORTH AND WEST BY DEVELOPED RESIDENTIAL PROPERTY. MORRIS AND CANDELARIA ARE PAVED ARTERIALS WITH CURB AND SIDEWALK, AND MAINTAINED BY THE CITY OF ALBUQUERQUE. THE SITE CURRENTLY DRAINS AT 2% FROM NORTHEAST TO SOUTHWEST. HISTORIC SITE RUNOFF OUTFALL LOCATIONS WILL REMAIN UNCHANGED. NO GRADING IS PROPOSED WITHIN THE CITY R.O.W. THE SITE IS NOT IMPACTED ADVERSELY BY ANY OFF-SITE DRAINAGE FLOWS.



ORTHOPHOTO of SITE - APRIL 2019

CALCULATIONS

DESIGN CRITERIA

HYDROLOGIC METHODS PER SECTION 22.2, HYDROLOGY OF THE DEVELOPMENT PROCESS MANUAL (DPM) REVISED JANUARY 1993 FOR CITY OF ALBUQUERQUE ADOPTED BY THE COUNTY OF BERNALILLO DISCHARGE RATE: 0.06PEAK x AREA, "Peak Discharge Rates For Small Watersheds" VOLUME/RET. DISCHARGE: VOLUME = E (Weighted) x AREA, P100 = 2.90 inches, Zone 4 Time of Concentration, T_c = 12 Minutes DESIGN STORM: 100-YEAR/6-HOUR, 10-YEAR/6-HOUR [J] = 10 YEAR VALUES

DEVELOPED CONDITIONS - CURRENT CONDITION

DETERMINE LAND TREATMENTS, PEAK DISCHARGE AND VOLUMETRIC DISCHARGE FOR STUDY AREA

AREA	LAND TREATMENT	0 Peak	E
UNDEVELOPED	0.00 AC	2.20(0.87)	0.00(0.28)
LANDSCAPING/PAVING	0.85 AC (21%)	2.92(1.45)	2.92(0.46)
ROOF - PAVEMENT	2.95 AC (72%)	2.20(2.57)	1.48(0.23)
	4.10 AC	2.94(1.89)	2.94(1.89)

THEREFORE: E (Weighted) = 2.23 in. [0.xx] & VOLUME 100 = 33199 CF
0100 = xx CFS VOLUME 10 = xx xx

INCREASE IN DISCHARGE Q = 0.0 CFS
DEVELOPMENT INCREASE IN VOLUME = 0 CF

REFERENCE: CITY DRNG FILE# G21004, PLAN PREPARED BY GOLDBERG-MANN ASSOCIATES WHICH INCORPORATED DETENTION PONDS (3) AND RETENTION / FREE DISCHARGE INCLUDING ROOF DETENTION (6"-4" DRAINS)

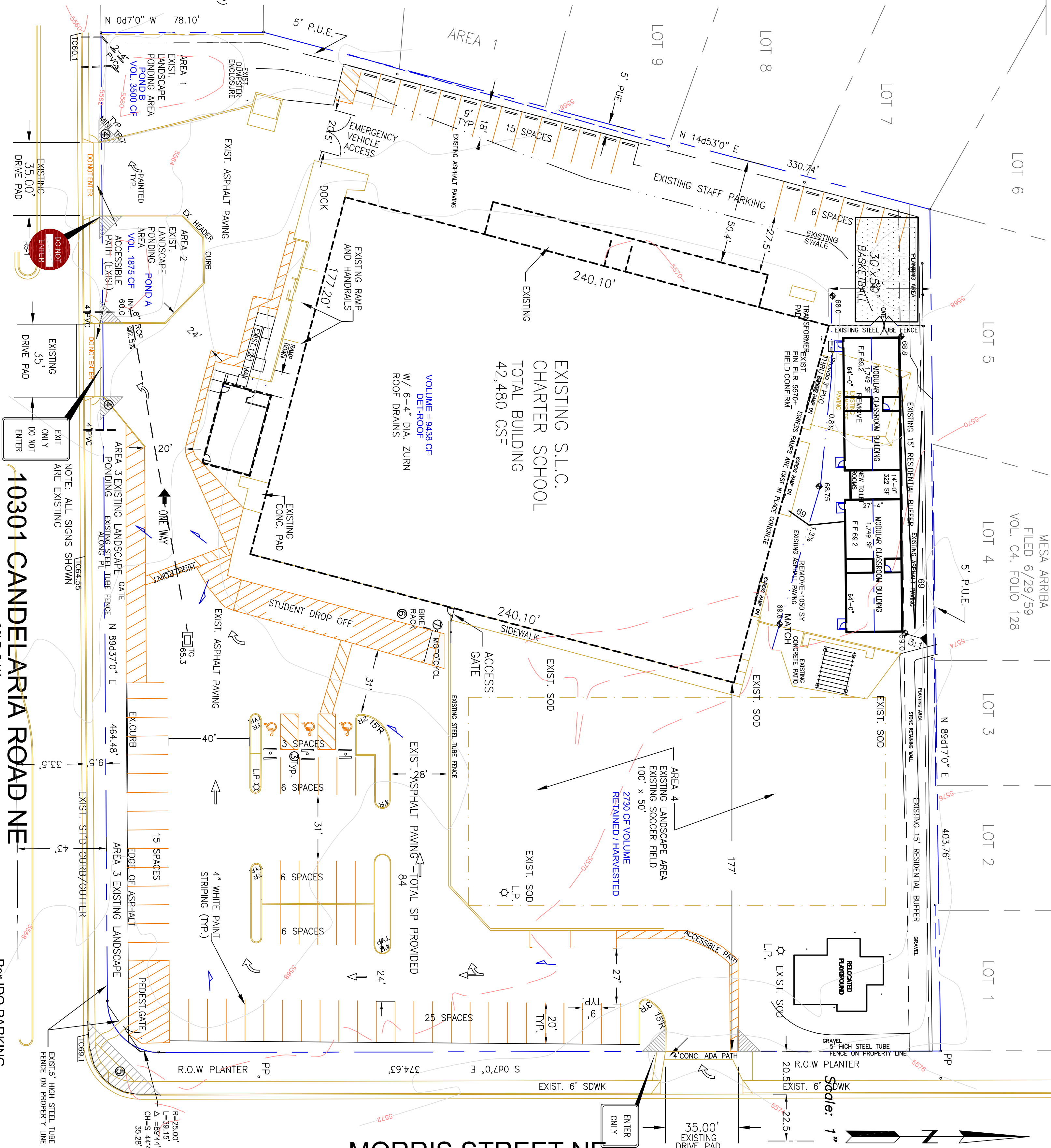
SIZE REQUIRED STORM WATER QUALITY POND

- 1.) HARVEST DEVELOPED POINT RAINFALL, THROUGH SOFT, DEPRESSED LANDSCAPING ZABRACKS ...
 - 2.) CHECK REQUIRED FIRST FLUSH VOLUME OF ...
- 0.28 INCHES X 2.95 AC (45660 SF) = 2998 CF
- SPWK CULVERT Q = 2.6 CFS

USE 2' WIDE FOR 0100XX

Where: C = 0.7, g = 32 1/5²
I' W. SDWK. CULV. = 1' x 2'
A = 0.59 SF, H₂O.625' (H₂ of Opening)

CHECK HANDBOOK OF HYDRAULICS, BRATER KING ED. (4.17 & Fig. 4.4, RECTANGULAR SHARP-EDGED ORIFICE W/ LOW HEAD
Q = 2.62 / √h x LH^{2.5} ... When H = 0 THEN: Q = 2.64 CFS ... OK



I, PHILIP W. CLARK, A PROFESSIONAL ENGINEER LICENSED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT I HAVE VISITED THE SITE SHOWN HEREON, AND THAT THE CONTOURS SHOWN REPRESENT THE EXISTING GROUND CONDITIONS, AND DO NOT REPRESENT THE EXISTING GROUND HAS OCCURRED ON THIS SITE SINCE THE CONTOURS WERE DETERMINED.

10301 CANDELARIA ROAD NE

MORRIS STREET NE

Scale: 1" = 30'

NOTES

1. ALL WORK WITHIN THE RIGHT-OF-WAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ALBUQUERQUE STANDARD SPECS FOR PUBLIC WORKS CONSTRUCTION, 1986, 9TH UPDATE.
2. AN EXCAVATION/CONSTRUCTION PERMIT IS REQUIRED BEFORE BEGINNING ANY WORK WITHIN CITY R.O.W. AN APPROVED COPY OF THIS PLAN SHALL BE SUBMITTED AT THE TIME OF APPLICATION.
3. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS CONCERNING CONSTRUCTION SAFETY AND HEALTH.
4. ALL LANDSCAPING AREA SHALL BE SOFT-LINED WITH NATIVE VEGETATION AND/OR GRAVEL/GRAVEL GRASSER FINES.
5. CONTRACTOR SHALL ENSURE THAT NO SITE SOILS/SEDIMENT OR SILT ENTER THE RIGHT-OF-WAYS DURING CONSTRUCTION.
6. REVEGETATE ALL AREAS DISTURBED DUE TO CONSTRUCTION PER CITY OF ALBUQ. SPEC. 1012. NATIVE SEED MIX.
7. MAXIMUM SITE GRADING WITHOUT EROSION PROTECTION: 3 HORIZONTAL TO 1 VERTICAL, 3:1 FOR HEIGHTS > THAN 3 FT. DIMENSIONS ARE TO FACE OF CURB, UNLESS NOTED OTHERWISE.

LEGEND

- EXIST. SPOT ELEVATION X 5542.0
- EXIST. CONTOUR 42.0
- NEW SPOT ELEVATION 12
- NEW CONTOUR 12
- NEW SHALE DRAINAGE DIRECTION, EXISTING
- NEW P.C.C., CONCRETE
- EXIST. TOP OF CURB TC
- EXISTING POWER POLE O B.P.
- EDGE OF ASPHALT EA
- TYPE 'VAL' R/R/PAV. 6" BURY (AVG. DIA. 4") SMO
- STORM WATER QUALITY UNO
- UNLESS NOTED OTHERWISE

PROJECT DATA

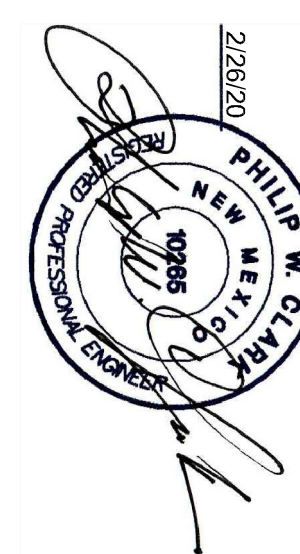
LEGAL DESCRIPTION:
LOTS 12-A, 12-B, BLOCK 12, MESA ARRIBA SUBDIVISION, BERNALILLO COUNTY, NEW MEXICO
PROJECT BENCHMARK:
TOP OF FINISH FLOOR, NORTH SIDE ELEVATION = 5570.4', SEE PLAN, NAVD83, TIED FROM AOS MONUMENTATION NETWORK.
TOPOGRAPHIC DESIGN SURVEY:
PROVIDED BY ALPHA PRO SURVEYING, GARY GRITSKO, P.L.S. 8686, FROM AGS LIDAR & SUPPLEMENTED BY THIS OFFICE (MODULAR BLDG).

Clark Consulting Engineers
Engwood, New Mexico 87015
Tel: (505) 261-2444
Cell: (505) 264-0424

DATE	REVISION	JOB #	DRWN BY	FILE #
		10301 CANDELARIA NE	CCE	C-1 OF 1
		GRADING & DRAINAGE PLAN		
		w/ Traffic Circulation Layout		

DO Zone Atlas
May 2018

VICINITY MAP ZONE G-21



Per IDO PARKING TABLE 5-1-1

PROVIDED	REQUIRED
1 space / 4 seats in main auditorium or 3 spaces / classroom, whichever is greater	13 CLASSROOMS X 3 = 39 SP.
NO AUDITORIUM	

TRAFFIC NOTES

1. INSTALL TRUNCATED DOWNS PER ANS A17.1 2006 & ADDG.
2. TYPICAL RAMP SLOPE 1:21. MAX. EXISTING WITH BROOM FINISH CONCRETE.
3. ADA VAN ACCESSIBLE SIGN (12x18") SHALL HAVE THE REQUIRED VERBIAGE OF "VISITORS ARE SUBJECT TO A FINE AND/OR TOWING" PER 66-7-362.4C NMSA, 1978.
4. LANDSCAPING & SIGNAGE SHALL NOT INTERFERE W/ CLEAR SIGHT REQUIREMENTS. WITHIN THIS AREA, SEE DETAILS LEFT.
5. INTERSECTION CLEAR SITE TRIANGLE
6. 3 SPACE BIKE RACK
7. MOTORCYCLE SIGN, BOTT. 4' ABOVE GRADE ON WALL

MINI CLEAR SIGHT TRIANGLE

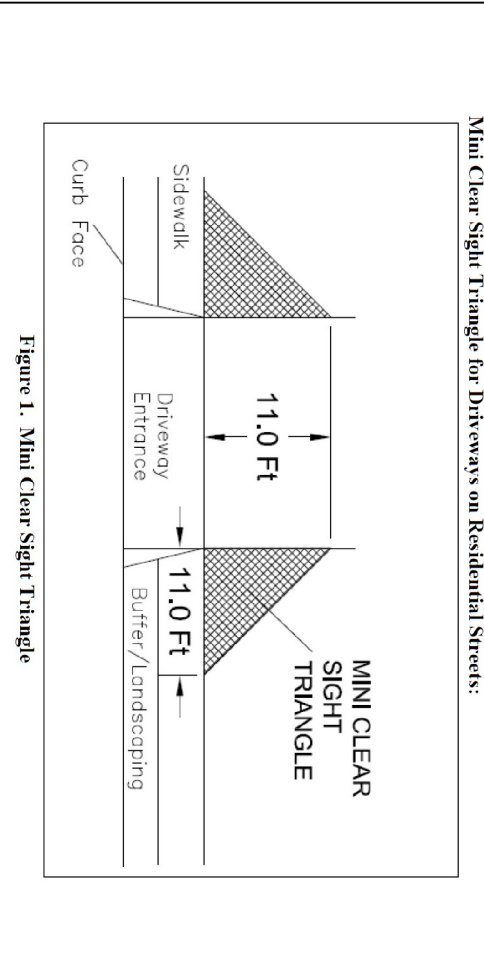
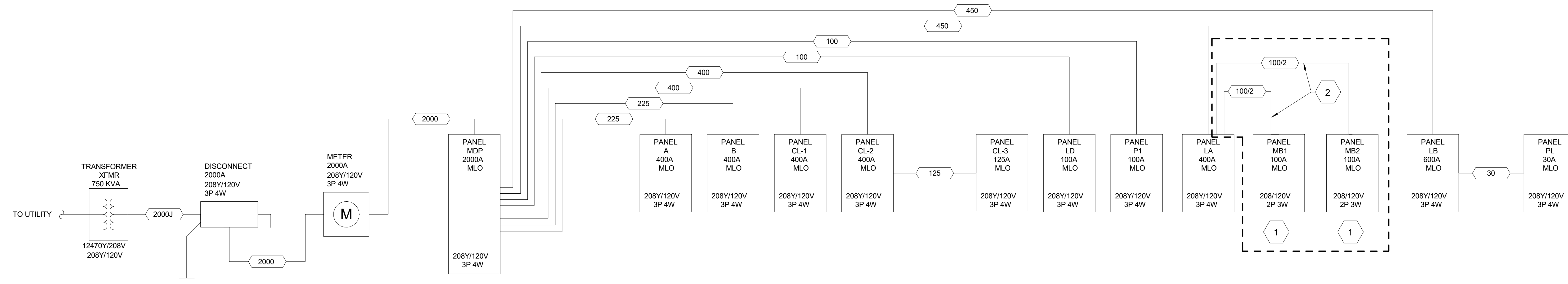


EXHIBIT B-1



1 ELECTRICAL ONELINE DIAGRAM (EXISTING)
SCALE: NTS

DEVICE	FAULT AT DEVICE	AIC RATING	VOLTAGE	FEEDER		TRANSFORMER		FAULT AT PRIMARY
				SIZE	LENGTH	KVA	Z%	
XFMR	60,000	60,000	12,470V	N/A		750	5.75	
DISCONNECT	53,308	60,000	208V	(5)600kcmil	29'			
METER	48,767	50,000	208V	(5)600kcmil	24'			
MDP	43,705	50,000	208V	(5)600kcmil	33'			
A	32,620	42,000	208V	4/0	15'			
B	34,149	42,000	208V	4/0	13'			
CL-1	21,722	22,000	208V	600kcmil	62'			
CL-2	19,570	22,000	208V	600kcmil	14'			
CL-3	16,121	18,000	208V	1/0	14'			
LA	10,083	14,000	208V	(2)4/0	260'			
MB1	6,218	10,000	208V	#1	50'			
MB2	5,192	10,000	208V	#1	75'			
LB	9,930	14,000	208V	(2)4/0	265'			
PL	4,499	10,000	208V	#10	14'			
LD	4,209	10,000	208V	#1	171'			
P1	4,769	10,000	208V	#1	150'			

2 ELECTRICAL EQUIPMENT SCHEDULE
SCALE: NTS

DEVICE	FEEDER		BRANCH CIRCUIT		TOTAL VOLTAGE DROP	
	VOLTAGE DROP	WIRE SIZE	MAX VOLTAGE DROP	CIRCUIT NUMBER		
XFMR	0.00%	N/A			0.00%	
DISCONNECT	0.15%	(5)600kcmil			0.15%	
METER	0.28%	(5)600kcmil			0.28%	
MDP	0.45%	(5)600kcmil			0.45%	
A	0.59%	4/0	0.07%	1,3.5	250kcmil	0.66%
B	0.57%	4/0	0.07%	1,3.5	250kcmil	0.63%
CL-1	0.99%	600kcmil	0.10%	1,3.5	2/0	1.09%
CL-2	1.07%	600kcmil	0.06%	2,4.6	350kcmil	1.13%
CL-3	1.18%	1/0	0.08%	1,3.5	#1	1.26%
LA	1.30%	(2)4/0	0.15%	1,3.5	#8	1.45%
MB1	1.91%	#1	0.48%	3	#12	2.40%
MB2	2.22%	#1	0.47%	3	#12	2.69%
LB	2.01%	(2)4/0	0.06%	2,4.6	350kcmil	2.07%
PL	2.12%	#10	0.11%	1,3.5	#12	2.22%
LD	2.22%	#1	0.09%	1,3.5	#1	2.31%
P1	2.45%	#1	0.72%	15	#10	3.17%

3 ELECTRICAL LIGHTING SCHEDULE
SCALE: NTS

GENERAL PROJECT NOTES:

- CONTRACTOR SHALL PROVIDE ARC FLASH LABEL CLEARLY VISIBLE ON EQUIPMENT PER N.E.C. 2014, ARTICLE 110.16.
- CONTRACTOR TO PROVIDE AFCI BREAKERS FOR 120V, 20A BREAKERS EXCEPT WHERE OTHERWISE NOTED.

KEYED NOTES ON SHEET:

- NEW PANEL TO BE INSTALLED BY E.C. NEW PANEL TO BE FED FROM EXISTING PANEL AS SHOWN. E.C. TO VERIFY CONDITIONS PRIOR TO INSTALL.
- 1-1/4", 2#1, #1N, #8G.
- FAULT CURRENT RATINGS OF PANELBOARDS TO BE VERIFIED BY E.C.
- E.C. TO ENSURE WIRE SIZES MATCH VOLTAGE DROP TABLE.



TEPPICS
Engineering
LLC
1725 VISTA DE COLINAS DR
RO SANCTO, NM 87114

ENGINEER STAMP



Brandon Edward Tupper

PROJECT INFORMATION

SOUTHWEST SECONDARY LEARNING CENTER - PART II
10301 CANDELLARIA ROAD NE
ALBUQUERQUE, NM 87112

PROJECT No: 2020-0390
ISSUE DATE: 04/04/2020
DESIGNED BY: BLT
APPROVED BY: BLT
PROJECT STATUS: 100%

REVISION SCHEDULE		
DELTA	DESCRIPTION	DATE

ELECTRICAL
DETAIL SHEET

SHEET NUMBER

E-501

EXHIBIT C
BASE RENT SCHEDULE

EXHIBIT C - BASE RENT SCHEDULE

LPA PRINCIPAL AND INTEREST PAYMENTS

<i>PURCHASE PRICE</i>	\$6,000,000.00
<i>ANNUAL INTEREST RATE</i>	6.00%
<i>TERM OF LPA</i>	30
<i># OF PAYMENTS PER YEAR</i>	12
<i>START DATE</i>	4/1/2021

LOAN SUMMARY

<i>BASE RENT PAYMENT</i>	\$35,973.03
<i>TOTAL NUMBER OF PAYMENTS</i>	360
<i>Actual number of payments</i>	360
	\$0.00

LESSOR'S NAME SAYLOR FAMILY TRUST, LLC

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
1	4/1/2021	\$6,000,000.00	\$35,973.03	\$0.00	\$35,973.03	\$5,973.03	\$30,000.00	\$5,994,026.97
2	5/1/2021	\$5,994,026.97	\$35,973.03	\$0.00	\$35,973.03	\$6,002.90	\$29,970.13	\$5,988,024.07
3	6/1/2021	\$5,988,024.07	\$35,973.03	\$0.00	\$35,973.03	\$6,032.91	\$29,940.12	\$5,981,991.16
4	7/1/2021	\$5,981,991.16	\$35,973.03	\$0.00	\$35,973.03	\$6,063.08	\$29,909.96	\$5,975,928.08
5	8/1/2021	\$5,975,928.08	\$35,973.03	\$0.00	\$35,973.03	\$6,093.39	\$29,879.64	\$5,969,834.69
6	9/1/2021	\$5,969,834.69	\$35,973.03	\$0.00	\$35,973.03	\$6,123.86	\$29,849.17	\$5,963,710.84
7	10/1/2021	\$5,963,710.84	\$35,973.03	\$0.00	\$35,973.03	\$6,154.48	\$29,818.55	\$5,957,556.36
8	11/1/2021	\$5,957,556.36	\$35,973.03	\$0.00	\$35,973.03	\$6,185.25	\$29,787.78	\$5,951,371.11
9	12/1/2021	\$5,951,371.11	\$35,973.03	\$0.00	\$35,973.03	\$6,216.18	\$29,756.86	\$5,945,154.93
10	1/1/2022	\$5,945,154.93	\$35,973.03	\$0.00	\$35,973.03	\$6,247.26	\$29,725.77	\$5,938,907.68
11	2/1/2022	\$5,938,907.68	\$35,973.03	\$0.00	\$35,973.03	\$6,278.49	\$29,694.54	\$5,932,629.18
12	3/1/2022	\$5,932,629.18	\$35,973.03	\$0.00	\$35,973.03	\$6,309.89	\$29,663.15	\$5,926,319.30
13	4/1/2022	\$5,926,319.30	\$35,973.03	\$0.00	\$35,973.03	\$6,341.44	\$29,631.60	\$5,919,977.86
14	5/1/2022	\$5,919,977.86	\$35,973.03	\$0.00	\$35,973.03	\$6,373.14	\$29,599.89	\$5,913,604.72
15	6/1/2022	\$5,913,604.72	\$35,973.03	\$0.00	\$35,973.03	\$6,405.01	\$29,568.02	\$5,907,199.71
16	7/1/2022	\$5,907,199.71	\$35,973.03	\$0.00	\$35,973.03	\$6,437.03	\$29,536.00	\$5,900,762.68
17	8/1/2022	\$5,900,762.68	\$35,973.03	\$0.00	\$35,973.03	\$6,469.22	\$29,503.81	\$5,894,293.46
18	9/1/2022	\$5,894,293.46	\$35,973.03	\$0.00	\$35,973.03	\$6,501.56	\$29,471.47	\$5,887,791.90
19	10/1/2022	\$5,887,791.90	\$35,973.03	\$0.00	\$35,973.03	\$6,534.07	\$29,438.96	\$5,881,257.82
20	11/1/2022	\$5,881,257.82	\$35,973.03	\$0.00	\$35,973.03	\$6,566.74	\$29,406.29	\$5,874,691.08
21	12/1/2022	\$5,874,691.08	\$35,973.03	\$0.00	\$35,973.03	\$6,599.58	\$29,373.46	\$5,868,091.51
22	1/1/2023	\$5,868,091.51	\$35,973.03	\$0.00	\$35,973.03	\$6,632.57	\$29,340.46	\$5,861,458.93
23	2/1/2023	\$5,861,458.93	\$35,973.03	\$0.00	\$35,973.03	\$6,665.74	\$29,307.29	\$5,854,793.20
24	3/1/2023	\$5,854,793.20	\$35,973.03	\$0.00	\$35,973.03	\$6,699.07	\$29,273.97	\$5,848,094.13
25	4/1/2023	\$5,848,094.13	\$35,973.03	\$0.00	\$35,973.03	\$6,732.56	\$29,240.47	\$5,841,361.57
26	5/1/2023	\$5,841,361.57	\$35,973.03	\$0.00	\$35,973.03	\$6,766.22	\$29,206.81	\$5,834,595.35
27	6/1/2023	\$5,834,595.35	\$35,973.03	\$0.00	\$35,973.03	\$6,800.05	\$29,172.98	\$5,827,795.29
28	7/1/2023	\$5,827,795.29	\$35,973.03	\$0.00	\$35,973.03	\$6,834.06	\$29,138.98	\$5,820,961.24
29	8/1/2023	\$5,820,961.24	\$35,973.03	\$0.00	\$35,973.03	\$6,868.23	\$29,104.81	\$5,814,093.01
30	9/1/2023	\$5,814,093.01	\$35,973.03	\$0.00	\$35,973.03	\$6,902.57	\$29,070.47	\$5,807,190.44
31	10/1/2023	\$5,807,190.44	\$35,973.03	\$0.00	\$35,973.03	\$6,937.08	\$29,035.95	\$5,800,253.36
32	11/1/2023	\$5,800,253.36	\$35,973.03	\$0.00	\$35,973.03	\$6,971.76	\$29,001.27	\$5,793,281.60
33	12/1/2023	\$5,793,281.60	\$35,973.03	\$0.00	\$35,973.03	\$7,006.62	\$28,966.41	\$5,786,274.98
34	1/1/2024	\$5,786,274.98	\$35,973.03	\$0.00	\$35,973.03	\$7,041.66	\$28,931.37	\$5,779,233.32
35	2/1/2024	\$5,779,233.32	\$35,973.03	\$0.00	\$35,973.03	\$7,076.86	\$28,896.17	\$5,772,156.45
36	3/1/2024	\$5,772,156.45	\$35,973.03	\$0.00	\$35,973.03	\$7,112.25	\$28,860.78	\$5,765,044.21
37	4/1/2024	\$5,765,044.21	\$35,973.03	\$0.00	\$35,973.03	\$7,147.81	\$28,825.22	\$5,757,896.40
38	5/1/2024	\$5,757,896.40	\$35,973.03	\$0.00	\$35,973.03	\$7,183.55	\$28,789.48	\$5,750,712.85
39	6/1/2024	\$5,750,712.85	\$35,973.03	\$0.00	\$35,973.03	\$7,219.47	\$28,753.56	\$5,743,493.38
40	7/1/2024	\$5,743,493.38	\$35,973.03	\$0.00	\$35,973.03	\$7,255.56	\$28,717.47	\$5,736,237.81
41	8/1/2024	\$5,736,237.81	\$35,973.03	\$0.00	\$35,973.03	\$7,291.84	\$28,681.19	\$5,728,945.97
42	9/1/2024	\$5,728,945.97	\$35,973.03	\$0.00	\$35,973.03	\$7,328.30	\$28,644.73	\$5,721,617.67

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
43	10/1/2024	\$5,721,617.67	\$35,973.03	\$0.00	\$35,973.03	\$7,364.94	\$28,608.09	\$5,714,252.73
44	11/1/2024	\$5,714,252.73	\$35,973.03	\$0.00	\$35,973.03	\$7,401.77	\$28,571.26	\$5,706,850.96
45	12/1/2024	\$5,706,850.96	\$35,973.03	\$0.00	\$35,973.03	\$7,438.78	\$28,534.25	\$5,699,412.18
46	1/1/2025	\$5,699,412.18	\$35,973.03	\$0.00	\$35,973.03	\$7,475.97	\$28,497.06	\$5,691,936.21
47	2/1/2025	\$5,691,936.21	\$35,973.03	\$0.00	\$35,973.03	\$7,513.35	\$28,459.68	\$5,684,422.86
48	3/1/2025	\$5,684,422.86	\$35,973.03	\$0.00	\$35,973.03	\$7,550.92	\$28,422.11	\$5,676,871.94
49	4/1/2025	\$5,676,871.94	\$35,973.03	\$0.00	\$35,973.03	\$7,588.67	\$28,384.36	\$5,669,283.27
50	5/1/2025	\$5,669,283.27	\$35,973.03	\$0.00	\$35,973.03	\$7,626.62	\$28,346.42	\$5,661,656.66
51	6/1/2025	\$5,661,656.66	\$35,973.03	\$0.00	\$35,973.03	\$7,664.75	\$28,308.28	\$5,653,991.91
52	7/1/2025	\$5,653,991.91	\$35,973.03	\$0.00	\$35,973.03	\$7,703.07	\$28,269.96	\$5,646,288.84
53	8/1/2025	\$5,646,288.84	\$35,973.03	\$0.00	\$35,973.03	\$7,741.59	\$28,231.44	\$5,638,547.25
54	9/1/2025	\$5,638,547.25	\$35,973.03	\$0.00	\$35,973.03	\$7,780.30	\$28,192.74	\$5,630,766.95
55	10/1/2025	\$5,630,766.95	\$35,973.03	\$0.00	\$35,973.03	\$7,819.20	\$28,153.83	\$5,622,947.76
56	11/1/2025	\$5,622,947.76	\$35,973.03	\$0.00	\$35,973.03	\$7,858.29	\$28,114.74	\$5,615,089.46
57	12/1/2025	\$5,615,089.46	\$35,973.03	\$0.00	\$35,973.03	\$7,897.58	\$28,075.45	\$5,607,191.88
58	1/1/2026	\$5,607,191.88	\$35,973.03	\$0.00	\$35,973.03	\$7,937.07	\$28,035.96	\$5,599,254.81
59	2/1/2026	\$5,599,254.81	\$35,973.03	\$0.00	\$35,973.03	\$7,976.76	\$27,996.27	\$5,591,278.05
60	3/1/2026	\$5,591,278.05	\$35,973.03	\$0.00	\$35,973.03	\$8,016.64	\$27,956.39	\$5,583,261.41
61	4/1/2026	\$5,583,261.41	\$35,973.03	\$0.00	\$35,973.03	\$8,056.72	\$27,916.31	\$5,575,204.68
62	5/1/2026	\$5,575,204.68	\$35,973.03	\$0.00	\$35,973.03	\$8,097.01	\$27,876.02	\$5,567,107.68
63	6/1/2026	\$5,567,107.68	\$35,973.03	\$0.00	\$35,973.03	\$8,137.49	\$27,835.54	\$5,558,970.18
64	7/1/2026	\$5,558,970.18	\$35,973.03	\$0.00	\$35,973.03	\$8,178.18	\$27,794.85	\$5,550,792.00
65	8/1/2026	\$5,550,792.00	\$35,973.03	\$0.00	\$35,973.03	\$8,219.07	\$27,753.96	\$5,542,572.93
66	9/1/2026	\$5,542,572.93	\$35,973.03	\$0.00	\$35,973.03	\$8,260.17	\$27,712.86	\$5,534,312.76
67	10/1/2026	\$5,534,312.76	\$35,973.03	\$0.00	\$35,973.03	\$8,301.47	\$27,671.56	\$5,526,011.30
68	11/1/2026	\$5,526,011.30	\$35,973.03	\$0.00	\$35,973.03	\$8,342.98	\$27,630.06	\$5,517,668.32
69	12/1/2026	\$5,517,668.32	\$35,973.03	\$0.00	\$35,973.03	\$8,384.69	\$27,588.34	\$5,509,283.63
70	1/1/2027	\$5,509,283.63	\$35,973.03	\$0.00	\$35,973.03	\$8,426.61	\$27,546.42	\$5,500,857.02
71	2/1/2027	\$5,500,857.02	\$35,973.03	\$0.00	\$35,973.03	\$8,468.75	\$27,504.29	\$5,492,388.27
72	3/1/2027	\$5,492,388.27	\$35,973.03	\$0.00	\$35,973.03	\$8,511.09	\$27,461.94	\$5,483,877.18
73	4/1/2027	\$5,483,877.18	\$35,973.03	\$0.00	\$35,973.03	\$8,553.65	\$27,419.39	\$5,475,323.54
74	5/1/2027	\$5,475,323.54	\$35,973.03	\$0.00	\$35,973.03	\$8,596.41	\$27,376.62	\$5,466,727.12
75	6/1/2027	\$5,466,727.12	\$35,973.03	\$0.00	\$35,973.03	\$8,639.40	\$27,333.64	\$5,458,087.73
76	7/1/2027	\$5,458,087.73	\$35,973.03	\$0.00	\$35,973.03	\$8,682.59	\$27,290.44	\$5,449,405.13
77	8/1/2027	\$5,449,405.13	\$35,973.03	\$0.00	\$35,973.03	\$8,726.01	\$27,247.03	\$5,440,679.13
78	9/1/2027	\$5,440,679.13	\$35,973.03	\$0.00	\$35,973.03	\$8,769.64	\$27,203.40	\$5,431,909.49
79	10/1/2027	\$5,431,909.49	\$35,973.03	\$0.00	\$35,973.03	\$8,813.48	\$27,159.55	\$5,423,096.01
80	11/1/2027	\$5,423,096.01	\$35,973.03	\$0.00	\$35,973.03	\$8,857.55	\$27,115.48	\$5,414,238.46
81	12/1/2027	\$5,414,238.46	\$35,973.03	\$0.00	\$35,973.03	\$8,901.84	\$27,071.19	\$5,405,336.62
82	1/1/2028	\$5,405,336.62	\$35,973.03	\$0.00	\$35,973.03	\$8,946.35	\$27,026.68	\$5,396,390.27
83	2/1/2028	\$5,396,390.27	\$35,973.03	\$0.00	\$35,973.03	\$8,991.08	\$26,981.95	\$5,387,399.19
84	3/1/2028	\$5,387,399.19	\$35,973.03	\$0.00	\$35,973.03	\$9,036.04	\$26,937.00	\$5,378,363.15
85	4/1/2028	\$5,378,363.15	\$35,973.03	\$0.00	\$35,973.03	\$9,081.22	\$26,891.82	\$5,369,281.94
86	5/1/2028	\$5,369,281.94	\$35,973.03	\$0.00	\$35,973.03	\$9,126.62	\$26,846.41	\$5,360,155.32
87	6/1/2028	\$5,360,155.32	\$35,973.03	\$0.00	\$35,973.03	\$9,172.25	\$26,800.78	\$5,350,983.06
88	7/1/2028	\$5,350,983.06	\$35,973.03	\$0.00	\$35,973.03	\$9,218.12	\$26,754.92	\$5,341,764.94
89	8/1/2028	\$5,341,764.94	\$35,973.03	\$0.00	\$35,973.03	\$9,264.21	\$26,708.82	\$5,332,500.74
90	9/1/2028	\$5,332,500.74	\$35,973.03	\$0.00	\$35,973.03	\$9,310.53	\$26,662.50	\$5,323,190.21
91	10/1/2028	\$5,323,190.21	\$35,973.03	\$0.00	\$35,973.03	\$9,357.08	\$26,615.95	\$5,313,833.13
92	11/1/2028	\$5,313,833.13	\$35,973.03	\$0.00	\$35,973.03	\$9,403.87	\$26,569.17	\$5,304,429.26
93	12/1/2028	\$5,304,429.26	\$35,973.03	\$0.00	\$35,973.03	\$9,450.89	\$26,522.15	\$5,294,978.38
94	1/1/2029	\$5,294,978.38	\$35,973.03	\$0.00	\$35,973.03	\$9,498.14	\$26,474.89	\$5,285,480.24
95	2/1/2029	\$5,285,480.24	\$35,973.03	\$0.00	\$35,973.03	\$9,545.63	\$26,427.40	\$5,275,934.61
96	3/1/2029	\$5,275,934.61	\$35,973.03	\$0.00	\$35,973.03	\$9,593.36	\$26,379.67	\$5,266,341.25

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
97	4/1/2029	\$5,266,341.25	\$35,973.03	\$0.00	\$35,973.03	\$9,641.33	\$26,331.71	\$5,256,699.92
98	5/1/2029	\$5,256,699.92	\$35,973.03	\$0.00	\$35,973.03	\$9,689.53	\$26,283.50	\$5,247,010.39
99	6/1/2029	\$5,247,010.39	\$35,973.03	\$0.00	\$35,973.03	\$9,737.98	\$26,235.05	\$5,237,272.41
100	7/1/2029	\$5,237,272.41	\$35,973.03	\$0.00	\$35,973.03	\$9,786.67	\$26,186.36	\$5,227,485.74
101	8/1/2029	\$5,227,485.74	\$35,973.03	\$0.00	\$35,973.03	\$9,835.60	\$26,137.43	\$5,217,650.14
102	9/1/2029	\$5,217,650.14	\$35,973.03	\$0.00	\$35,973.03	\$9,884.78	\$26,088.25	\$5,207,765.36
103	10/1/2029	\$5,207,765.36	\$35,973.03	\$0.00	\$35,973.03	\$9,934.20	\$26,038.83	\$5,197,831.16
104	11/1/2029	\$5,197,831.16	\$35,973.03	\$0.00	\$35,973.03	\$9,983.88	\$25,989.16	\$5,187,847.28
105	12/1/2029	\$5,187,847.28	\$35,973.03	\$0.00	\$35,973.03	\$10,033.80	\$25,939.24	\$5,177,813.48
106	1/1/2030	\$5,177,813.48	\$35,973.03	\$0.00	\$35,973.03	\$10,083.96	\$25,889.07	\$5,167,729.52
107	2/1/2030	\$5,167,729.52	\$35,973.03	\$0.00	\$35,973.03	\$10,134.38	\$25,838.65	\$5,157,595.14
108	3/1/2030	\$5,157,595.14	\$35,973.03	\$0.00	\$35,973.03	\$10,185.06	\$25,787.98	\$5,147,410.08
109	4/1/2030	\$5,147,410.08	\$35,973.03	\$0.00	\$35,973.03	\$10,235.98	\$25,737.05	\$5,137,174.10
110	5/1/2030	\$5,137,174.10	\$35,973.03	\$0.00	\$35,973.03	\$10,287.16	\$25,685.87	\$5,126,886.94
111	6/1/2030	\$5,126,886.94	\$35,973.03	\$0.00	\$35,973.03	\$10,338.60	\$25,634.43	\$5,116,548.34
112	7/1/2030	\$5,116,548.34	\$35,973.03	\$0.00	\$35,973.03	\$10,390.29	\$25,582.74	\$5,106,158.05
113	8/1/2030	\$5,106,158.05	\$35,973.03	\$0.00	\$35,973.03	\$10,442.24	\$25,530.79	\$5,095,715.81
114	9/1/2030	\$5,095,715.81	\$35,973.03	\$0.00	\$35,973.03	\$10,494.45	\$25,478.58	\$5,085,221.36
115	10/1/2030	\$5,085,221.36	\$35,973.03	\$0.00	\$35,973.03	\$10,546.92	\$25,426.11	\$5,074,674.43
116	11/1/2030	\$5,074,674.43	\$35,973.03	\$0.00	\$35,973.03	\$10,599.66	\$25,373.37	\$5,064,074.77
117	12/1/2030	\$5,064,074.77	\$35,973.03	\$0.00	\$35,973.03	\$10,652.66	\$25,320.37	\$5,053,422.12
118	1/1/2031	\$5,053,422.12	\$35,973.03	\$0.00	\$35,973.03	\$10,705.92	\$25,267.11	\$5,042,716.20
119	2/1/2031	\$5,042,716.20	\$35,973.03	\$0.00	\$35,973.03	\$10,759.45	\$25,213.58	\$5,031,956.75
120	3/1/2031	\$5,031,956.75	\$35,973.03	\$0.00	\$35,973.03	\$10,813.25	\$25,159.78	\$5,021,143.50
121	4/1/2031	\$5,021,143.50	\$35,973.03	\$0.00	\$35,973.03	\$10,867.31	\$25,105.72	\$5,010,276.18
122	5/1/2031	\$5,010,276.18	\$35,973.03	\$0.00	\$35,973.03	\$10,921.65	\$25,051.38	\$4,999,354.53
123	6/1/2031	\$4,999,354.53	\$35,973.03	\$0.00	\$35,973.03	\$10,976.26	\$24,996.77	\$4,988,378.27
124	7/1/2031	\$4,988,378.27	\$35,973.03	\$0.00	\$35,973.03	\$11,031.14	\$24,941.89	\$4,977,347.13
125	8/1/2031	\$4,977,347.13	\$35,973.03	\$0.00	\$35,973.03	\$11,086.30	\$24,886.74	\$4,966,260.84
126	9/1/2031	\$4,966,260.84	\$35,973.03	\$0.00	\$35,973.03	\$11,141.73	\$24,831.30	\$4,955,119.11
127	10/1/2031	\$4,955,119.11	\$35,973.03	\$0.00	\$35,973.03	\$11,197.44	\$24,775.60	\$4,943,921.68
128	11/1/2031	\$4,943,921.68	\$35,973.03	\$0.00	\$35,973.03	\$11,253.42	\$24,719.61	\$4,932,668.25
129	12/1/2031	\$4,932,668.25	\$35,973.03	\$0.00	\$35,973.03	\$11,309.69	\$24,663.34	\$4,921,358.56
130	1/1/2032	\$4,921,358.56	\$35,973.03	\$0.00	\$35,973.03	\$11,366.24	\$24,606.79	\$4,909,992.32
131	2/1/2032	\$4,909,992.32	\$35,973.03	\$0.00	\$35,973.03	\$11,423.07	\$24,549.96	\$4,898,569.25
132	3/1/2032	\$4,898,569.25	\$35,973.03	\$0.00	\$35,973.03	\$11,480.19	\$24,492.85	\$4,887,089.07
133	4/1/2032	\$4,887,089.07	\$35,973.03	\$0.00	\$35,973.03	\$11,537.59	\$24,435.45	\$4,875,551.48
134	5/1/2032	\$4,875,551.48	\$35,973.03	\$0.00	\$35,973.03	\$11,595.27	\$24,377.76	\$4,863,956.21
135	6/1/2032	\$4,863,956.21	\$35,973.03	\$0.00	\$35,973.03	\$11,653.25	\$24,319.78	\$4,852,302.96
136	7/1/2032	\$4,852,302.96	\$35,973.03	\$0.00	\$35,973.03	\$11,711.52	\$24,261.51	\$4,840,591.44
137	8/1/2032	\$4,840,591.44	\$35,973.03	\$0.00	\$35,973.03	\$11,770.07	\$24,202.96	\$4,828,821.37
138	9/1/2032	\$4,828,821.37	\$35,973.03	\$0.00	\$35,973.03	\$11,828.92	\$24,144.11	\$4,816,992.44
139	10/1/2032	\$4,816,992.44	\$35,973.03	\$0.00	\$35,973.03	\$11,888.07	\$24,084.96	\$4,805,104.37
140	11/1/2032	\$4,805,104.37	\$35,973.03	\$0.00	\$35,973.03	\$11,947.51	\$24,025.52	\$4,793,156.86
141	12/1/2032	\$4,793,156.86	\$35,973.03	\$0.00	\$35,973.03	\$12,007.25	\$23,965.78	\$4,781,149.62
142	1/1/2033	\$4,781,149.62	\$35,973.03	\$0.00	\$35,973.03	\$12,067.28	\$23,905.75	\$4,769,082.33
143	2/1/2033	\$4,769,082.33	\$35,973.03	\$0.00	\$35,973.03	\$12,127.62	\$23,845.41	\$4,756,954.71
144	3/1/2033	\$4,756,954.71	\$35,973.03	\$0.00	\$35,973.03	\$12,188.26	\$23,784.77	\$4,744,766.45
145	4/1/2033	\$4,744,766.45	\$35,973.03	\$0.00	\$35,973.03	\$12,249.20	\$23,723.83	\$4,732,517.25
146	5/1/2033	\$4,732,517.25	\$35,973.03	\$0.00	\$35,973.03	\$12,310.45	\$23,662.59	\$4,720,206.81
147	6/1/2033	\$4,720,206.81	\$35,973.03	\$0.00	\$35,973.03	\$12,372.00	\$23,601.03	\$4,707,834.81
148	7/1/2033	\$4,707,834.81	\$35,973.03	\$0.00	\$35,973.03	\$12,433.86	\$23,539.17	\$4,695,400.95
149	8/1/2033	\$4,695,400.95	\$35,973.03	\$0.00	\$35,973.03	\$12,496.03	\$23,477.00	\$4,682,904.93
150	9/1/2033	\$4,682,904.93	\$35,973.03	\$0.00	\$35,973.03	\$12,558.51	\$23,414.52	\$4,670,346.42

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
151	10/1/2033	\$4,670,346.42	\$35,973.03	\$0.00	\$35,973.03	\$12,621.30	\$23,351.73	\$4,657,725.12
152	11/1/2033	\$4,657,725.12	\$35,973.03	\$0.00	\$35,973.03	\$12,684.41	\$23,288.63	\$4,645,040.72
153	12/1/2033	\$4,645,040.72	\$35,973.03	\$0.00	\$35,973.03	\$12,747.83	\$23,225.20	\$4,632,292.89
154	1/1/2034	\$4,632,292.89	\$35,973.03	\$0.00	\$35,973.03	\$12,811.57	\$23,161.46	\$4,619,481.32
155	2/1/2034	\$4,619,481.32	\$35,973.03	\$0.00	\$35,973.03	\$12,875.62	\$23,097.41	\$4,606,605.70
156	3/1/2034	\$4,606,605.70	\$35,973.03	\$0.00	\$35,973.03	\$12,940.00	\$23,033.03	\$4,593,665.69
157	4/1/2034	\$4,593,665.69	\$35,973.03	\$0.00	\$35,973.03	\$13,004.70	\$22,968.33	\$4,580,660.99
158	5/1/2034	\$4,580,660.99	\$35,973.03	\$0.00	\$35,973.03	\$13,069.73	\$22,903.30	\$4,567,591.26
159	6/1/2034	\$4,567,591.26	\$35,973.03	\$0.00	\$35,973.03	\$13,135.08	\$22,837.96	\$4,554,456.19
160	7/1/2034	\$4,554,456.19	\$35,973.03	\$0.00	\$35,973.03	\$13,200.75	\$22,772.28	\$4,541,255.44
161	8/1/2034	\$4,541,255.44	\$35,973.03	\$0.00	\$35,973.03	\$13,266.75	\$22,706.28	\$4,527,988.68
162	9/1/2034	\$4,527,988.68	\$35,973.03	\$0.00	\$35,973.03	\$13,333.09	\$22,639.94	\$4,514,655.60
163	10/1/2034	\$4,514,655.60	\$35,973.03	\$0.00	\$35,973.03	\$13,399.75	\$22,573.28	\$4,501,255.84
164	11/1/2034	\$4,501,255.84	\$35,973.03	\$0.00	\$35,973.03	\$13,466.75	\$22,506.28	\$4,487,789.09
165	12/1/2034	\$4,487,789.09	\$35,973.03	\$0.00	\$35,973.03	\$13,534.09	\$22,438.95	\$4,474,255.00
166	1/1/2035	\$4,474,255.00	\$35,973.03	\$0.00	\$35,973.03	\$13,601.76	\$22,371.28	\$4,460,653.25
167	2/1/2035	\$4,460,653.25	\$35,973.03	\$0.00	\$35,973.03	\$13,669.77	\$22,303.27	\$4,446,983.48
168	3/1/2035	\$4,446,983.48	\$35,973.03	\$0.00	\$35,973.03	\$13,738.11	\$22,234.92	\$4,433,245.37
169	4/1/2035	\$4,433,245.37	\$35,973.03	\$0.00	\$35,973.03	\$13,806.80	\$22,166.23	\$4,419,438.56
170	5/1/2035	\$4,419,438.56	\$35,973.03	\$0.00	\$35,973.03	\$13,875.84	\$22,097.19	\$4,405,562.72
171	6/1/2035	\$4,405,562.72	\$35,973.03	\$0.00	\$35,973.03	\$13,945.22	\$22,027.81	\$4,391,617.51
172	7/1/2035	\$4,391,617.51	\$35,973.03	\$0.00	\$35,973.03	\$14,014.94	\$21,958.09	\$4,377,602.56
173	8/1/2035	\$4,377,602.56	\$35,973.03	\$0.00	\$35,973.03	\$14,085.02	\$21,888.01	\$4,363,517.54
174	9/1/2035	\$4,363,517.54	\$35,973.03	\$0.00	\$35,973.03	\$14,155.44	\$21,817.59	\$4,349,362.10
175	10/1/2035	\$4,349,362.10	\$35,973.03	\$0.00	\$35,973.03	\$14,226.22	\$21,746.81	\$4,335,135.88
176	11/1/2035	\$4,335,135.88	\$35,973.03	\$0.00	\$35,973.03	\$14,297.35	\$21,675.68	\$4,320,838.53
177	12/1/2035	\$4,320,838.53	\$35,973.03	\$0.00	\$35,973.03	\$14,368.84	\$21,604.19	\$4,306,469.69
178	1/1/2036	\$4,306,469.69	\$35,973.03	\$0.00	\$35,973.03	\$14,440.68	\$21,532.35	\$4,292,029.00
179	2/1/2036	\$4,292,029.00	\$35,973.03	\$0.00	\$35,973.03	\$14,512.89	\$21,460.15	\$4,277,516.12
180	3/1/2036	\$4,277,516.12	\$35,973.03	\$0.00	\$35,973.03	\$14,585.45	\$21,387.58	\$4,262,930.67
181	4/1/2036	\$4,262,930.67	\$35,973.03	\$0.00	\$35,973.03	\$14,658.38	\$21,314.65	\$4,248,272.29
182	5/1/2036	\$4,248,272.29	\$35,973.03	\$0.00	\$35,973.03	\$14,731.67	\$21,241.36	\$4,233,540.62
183	6/1/2036	\$4,233,540.62	\$35,973.03	\$0.00	\$35,973.03	\$14,805.33	\$21,167.70	\$4,218,735.29
184	7/1/2036	\$4,218,735.29	\$35,973.03	\$0.00	\$35,973.03	\$14,879.36	\$21,093.68	\$4,203,855.94
185	8/1/2036	\$4,203,855.94	\$35,973.03	\$0.00	\$35,973.03	\$14,953.75	\$21,019.28	\$4,188,902.18
186	9/1/2036	\$4,188,902.18	\$35,973.03	\$0.00	\$35,973.03	\$15,028.52	\$20,944.51	\$4,173,873.66
187	10/1/2036	\$4,173,873.66	\$35,973.03	\$0.00	\$35,973.03	\$15,103.66	\$20,869.37	\$4,158,770.00
188	11/1/2036	\$4,158,770.00	\$35,973.03	\$0.00	\$35,973.03	\$15,179.18	\$20,793.85	\$4,143,590.82
189	12/1/2036	\$4,143,590.82	\$35,973.03	\$0.00	\$35,973.03	\$15,255.08	\$20,717.95	\$4,128,335.74
190	1/1/2037	\$4,128,335.74	\$35,973.03	\$0.00	\$35,973.03	\$15,331.35	\$20,641.68	\$4,113,004.39
191	2/1/2037	\$4,113,004.39	\$35,973.03	\$0.00	\$35,973.03	\$15,408.01	\$20,565.02	\$4,097,596.38
192	3/1/2037	\$4,097,596.38	\$35,973.03	\$0.00	\$35,973.03	\$15,485.05	\$20,487.98	\$4,082,111.33
193	4/1/2037	\$4,082,111.33	\$35,973.03	\$0.00	\$35,973.03	\$15,562.47	\$20,410.56	\$4,066,548.85
194	5/1/2037	\$4,066,548.85	\$35,973.03	\$0.00	\$35,973.03	\$15,640.29	\$20,332.74	\$4,050,908.57
195	6/1/2037	\$4,050,908.57	\$35,973.03	\$0.00	\$35,973.03	\$15,718.49	\$20,254.54	\$4,035,190.08
196	7/1/2037	\$4,035,190.08	\$35,973.03	\$0.00	\$35,973.03	\$15,797.08	\$20,175.95	\$4,019,393.00
197	8/1/2037	\$4,019,393.00	\$35,973.03	\$0.00	\$35,973.03	\$15,876.07	\$20,096.96	\$4,003,516.93
198	9/1/2037	\$4,003,516.93	\$35,973.03	\$0.00	\$35,973.03	\$15,955.45	\$20,017.58	\$3,987,561.48
199	10/1/2037	\$3,987,561.48	\$35,973.03	\$0.00	\$35,973.03	\$16,035.22	\$19,937.81	\$3,971,526.26
200	11/1/2037	\$3,971,526.26	\$35,973.03	\$0.00	\$35,973.03	\$16,115.40	\$19,857.63	\$3,955,410.86
201	12/1/2037	\$3,955,410.86	\$35,973.03	\$0.00	\$35,973.03	\$16,195.98	\$19,777.05	\$3,939,214.88
202	1/1/2038	\$3,939,214.88	\$35,973.03	\$0.00	\$35,973.03	\$16,276.96	\$19,696.07	\$3,922,937.92
203	2/1/2038	\$3,922,937.92	\$35,973.03	\$0.00	\$35,973.03	\$16,358.34	\$19,614.69	\$3,906,579.58
204	3/1/2038	\$3,906,579.58	\$35,973.03	\$0.00	\$35,973.03	\$16,440.13	\$19,532.90	\$3,890,139.45

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
205	4/1/2038	\$3,890,139.45	\$35,973.03	\$0.00	\$35,973.03	\$16,522.33	\$19,450.70	\$3,873,617.12
206	5/1/2038	\$3,873,617.12	\$35,973.03	\$0.00	\$35,973.03	\$16,604.95	\$19,368.09	\$3,857,012.17
207	6/1/2038	\$3,857,012.17	\$35,973.03	\$0.00	\$35,973.03	\$16,687.97	\$19,285.06	\$3,840,324.20
208	7/1/2038	\$3,840,324.20	\$35,973.03	\$0.00	\$35,973.03	\$16,771.41	\$19,201.62	\$3,823,552.79
209	8/1/2038	\$3,823,552.79	\$35,973.03	\$0.00	\$35,973.03	\$16,855.27	\$19,117.76	\$3,806,697.52
210	9/1/2038	\$3,806,697.52	\$35,973.03	\$0.00	\$35,973.03	\$16,939.54	\$19,033.49	\$3,789,757.98
211	10/1/2038	\$3,789,757.98	\$35,973.03	\$0.00	\$35,973.03	\$17,024.24	\$18,948.79	\$3,772,733.73
212	11/1/2038	\$3,772,733.73	\$35,973.03	\$0.00	\$35,973.03	\$17,109.36	\$18,863.67	\$3,755,624.37
213	12/1/2038	\$3,755,624.37	\$35,973.03	\$0.00	\$35,973.03	\$17,194.91	\$18,778.12	\$3,738,429.46
214	1/1/2039	\$3,738,429.46	\$35,973.03	\$0.00	\$35,973.03	\$17,280.88	\$18,692.15	\$3,721,148.58
215	2/1/2039	\$3,721,148.58	\$35,973.03	\$0.00	\$35,973.03	\$17,367.29	\$18,605.74	\$3,703,781.29
216	3/1/2039	\$3,703,781.29	\$35,973.03	\$0.00	\$35,973.03	\$17,454.13	\$18,518.91	\$3,686,327.16
217	4/1/2039	\$3,686,327.16	\$35,973.03	\$0.00	\$35,973.03	\$17,541.40	\$18,431.64	\$3,668,785.77
218	5/1/2039	\$3,668,785.77	\$35,973.03	\$0.00	\$35,973.03	\$17,629.10	\$18,343.93	\$3,651,156.67
219	6/1/2039	\$3,651,156.67	\$35,973.03	\$0.00	\$35,973.03	\$17,717.25	\$18,255.78	\$3,633,439.42
220	7/1/2039	\$3,633,439.42	\$35,973.03	\$0.00	\$35,973.03	\$17,805.83	\$18,167.20	\$3,615,633.58
221	8/1/2039	\$3,615,633.58	\$35,973.03	\$0.00	\$35,973.03	\$17,894.86	\$18,078.17	\$3,597,738.72
222	9/1/2039	\$3,597,738.72	\$35,973.03	\$0.00	\$35,973.03	\$17,984.34	\$17,988.69	\$3,579,754.38
223	10/1/2039	\$3,579,754.38	\$35,973.03	\$0.00	\$35,973.03	\$18,074.26	\$17,898.77	\$3,561,680.12
224	11/1/2039	\$3,561,680.12	\$35,973.03	\$0.00	\$35,973.03	\$18,164.63	\$17,808.40	\$3,543,515.49
225	12/1/2039	\$3,543,515.49	\$35,973.03	\$0.00	\$35,973.03	\$18,255.45	\$17,717.58	\$3,525,260.04
226	1/1/2040	\$3,525,260.04	\$35,973.03	\$0.00	\$35,973.03	\$18,346.73	\$17,626.30	\$3,506,913.31
227	2/1/2040	\$3,506,913.31	\$35,973.03	\$0.00	\$35,973.03	\$18,438.46	\$17,534.57	\$3,488,474.84
228	3/1/2040	\$3,488,474.84	\$35,973.03	\$0.00	\$35,973.03	\$18,530.66	\$17,442.37	\$3,469,944.18
229	4/1/2040	\$3,469,944.18	\$35,973.03	\$0.00	\$35,973.03	\$18,623.31	\$17,349.72	\$3,451,320.87
230	5/1/2040	\$3,451,320.87	\$35,973.03	\$0.00	\$35,973.03	\$18,716.43	\$17,256.60	\$3,432,604.45
231	6/1/2040	\$3,432,604.45	\$35,973.03	\$0.00	\$35,973.03	\$18,810.01	\$17,163.02	\$3,413,794.44
232	7/1/2040	\$3,413,794.44	\$35,973.03	\$0.00	\$35,973.03	\$18,904.06	\$17,068.97	\$3,394,890.38
233	8/1/2040	\$3,394,890.38	\$35,973.03	\$0.00	\$35,973.03	\$18,998.58	\$16,974.45	\$3,375,891.80
234	9/1/2040	\$3,375,891.80	\$35,973.03	\$0.00	\$35,973.03	\$19,093.57	\$16,879.46	\$3,356,798.23
235	10/1/2040	\$3,356,798.23	\$35,973.03	\$0.00	\$35,973.03	\$19,189.04	\$16,783.99	\$3,337,609.19
236	11/1/2040	\$3,337,609.19	\$35,973.03	\$0.00	\$35,973.03	\$19,284.99	\$16,688.05	\$3,318,324.20
237	12/1/2040	\$3,318,324.20	\$35,973.03	\$0.00	\$35,973.03	\$19,381.41	\$16,591.62	\$3,298,942.79
238	1/1/2041	\$3,298,942.79	\$35,973.03	\$0.00	\$35,973.03	\$19,478.32	\$16,494.71	\$3,279,464.47
239	2/1/2041	\$3,279,464.47	\$35,973.03	\$0.00	\$35,973.03	\$19,575.71	\$16,397.32	\$3,259,888.76
240	3/1/2041	\$3,259,888.76	\$35,973.03	\$0.00	\$35,973.03	\$19,673.59	\$16,299.44	\$3,240,215.17
241	4/1/2041	\$3,240,215.17	\$35,973.03	\$0.00	\$35,973.03	\$19,771.96	\$16,201.08	\$3,220,443.22
242	5/1/2041	\$3,220,443.22	\$35,973.03	\$0.00	\$35,973.03	\$19,870.82	\$16,102.22	\$3,200,572.40
243	6/1/2041	\$3,200,572.40	\$35,973.03	\$0.00	\$35,973.03	\$19,970.17	\$16,002.86	\$3,180,602.23
244	7/1/2041	\$3,180,602.23	\$35,973.03	\$0.00	\$35,973.03	\$20,070.02	\$15,903.01	\$3,160,532.21
245	8/1/2041	\$3,160,532.21	\$35,973.03	\$0.00	\$35,973.03	\$20,170.37	\$15,802.66	\$3,140,361.84
246	9/1/2041	\$3,140,361.84	\$35,973.03	\$0.00	\$35,973.03	\$20,271.22	\$15,701.81	\$3,120,090.62
247	10/1/2041	\$3,120,090.62	\$35,973.03	\$0.00	\$35,973.03	\$20,372.58	\$15,600.45	\$3,099,718.04
248	11/1/2041	\$3,099,718.04	\$35,973.03	\$0.00	\$35,973.03	\$20,474.44	\$15,498.59	\$3,079,243.60
249	12/1/2041	\$3,079,243.60	\$35,973.03	\$0.00	\$35,973.03	\$20,576.81	\$15,396.22	\$3,058,666.79
250	1/1/2042	\$3,058,666.79	\$35,973.03	\$0.00	\$35,973.03	\$20,679.70	\$15,293.33	\$3,037,987.09
251	2/1/2042	\$3,037,987.09	\$35,973.03	\$0.00	\$35,973.03	\$20,783.10	\$15,189.94	\$3,017,203.99
252	3/1/2042	\$3,017,203.99	\$35,973.03	\$0.00	\$35,973.03	\$20,887.01	\$15,086.02	\$2,996,316.98
253	4/1/2042	\$2,996,316.98	\$35,973.03	\$0.00	\$35,973.03	\$20,991.45	\$14,981.58	\$2,975,325.54
254	5/1/2042	\$2,975,325.54	\$35,973.03	\$0.00	\$35,973.03	\$21,096.40	\$14,876.63	\$2,954,229.13
255	6/1/2042	\$2,954,229.13	\$35,973.03	\$0.00	\$35,973.03	\$21,201.89	\$14,771.15	\$2,933,027.25
256	7/1/2042	\$2,933,027.25	\$35,973.03	\$0.00	\$35,973.03	\$21,307.90	\$14,665.14	\$2,911,719.35
257	8/1/2042	\$2,911,719.35	\$35,973.03	\$0.00	\$35,973.03	\$21,414.43	\$14,558.60	\$2,890,304.92
258	9/1/2042	\$2,890,304.92	\$35,973.03	\$0.00	\$35,973.03	\$21,521.51	\$14,451.52	\$2,868,783.41

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
259	10/1/2042	\$2,868,783.41	\$35,973.03	\$0.00	\$35,973.03	\$21,629.11	\$14,343.92	\$2,847,154.30
260	11/1/2042	\$2,847,154.30	\$35,973.03	\$0.00	\$35,973.03	\$21,737.26	\$14,235.77	\$2,825,417.03
261	12/1/2042	\$2,825,417.03	\$35,973.03	\$0.00	\$35,973.03	\$21,845.95	\$14,127.09	\$2,803,571.09
262	1/1/2043	\$2,803,571.09	\$35,973.03	\$0.00	\$35,973.03	\$21,955.18	\$14,017.86	\$2,781,615.91
263	2/1/2043	\$2,781,615.91	\$35,973.03	\$0.00	\$35,973.03	\$22,064.95	\$13,908.08	\$2,759,550.96
264	3/1/2043	\$2,759,550.96	\$35,973.03	\$0.00	\$35,973.03	\$22,175.28	\$13,797.75	\$2,737,375.68
265	4/1/2043	\$2,737,375.68	\$35,973.03	\$0.00	\$35,973.03	\$22,286.15	\$13,686.88	\$2,715,089.53
266	5/1/2043	\$2,715,089.53	\$35,973.03	\$0.00	\$35,973.03	\$22,397.58	\$13,575.45	\$2,692,691.95
267	6/1/2043	\$2,692,691.95	\$35,973.03	\$0.00	\$35,973.03	\$22,509.57	\$13,463.46	\$2,670,182.38
268	7/1/2043	\$2,670,182.38	\$35,973.03	\$0.00	\$35,973.03	\$22,622.12	\$13,350.91	\$2,647,560.26
269	8/1/2043	\$2,647,560.26	\$35,973.03	\$0.00	\$35,973.03	\$22,735.23	\$13,237.80	\$2,624,825.03
270	9/1/2043	\$2,624,825.03	\$35,973.03	\$0.00	\$35,973.03	\$22,848.91	\$13,124.13	\$2,601,976.12
271	10/1/2043	\$2,601,976.12	\$35,973.03	\$0.00	\$35,973.03	\$22,963.15	\$13,009.88	\$2,579,012.97
272	11/1/2043	\$2,579,012.97	\$35,973.03	\$0.00	\$35,973.03	\$23,077.97	\$12,895.06	\$2,555,935.00
273	12/1/2043	\$2,555,935.00	\$35,973.03	\$0.00	\$35,973.03	\$23,193.36	\$12,779.68	\$2,532,741.64
274	1/1/2044	\$2,532,741.64	\$35,973.03	\$0.00	\$35,973.03	\$23,309.32	\$12,663.71	\$2,509,432.32
275	2/1/2044	\$2,509,432.32	\$35,973.03	\$0.00	\$35,973.03	\$23,425.87	\$12,547.16	\$2,486,006.45
276	3/1/2044	\$2,486,006.45	\$35,973.03	\$0.00	\$35,973.03	\$23,543.00	\$12,430.03	\$2,462,463.45
277	4/1/2044	\$2,462,463.45	\$35,973.03	\$0.00	\$35,973.03	\$23,660.71	\$12,312.32	\$2,438,802.74
278	5/1/2044	\$2,438,802.74	\$35,973.03	\$0.00	\$35,973.03	\$23,779.02	\$12,194.01	\$2,415,023.72
279	6/1/2044	\$2,415,023.72	\$35,973.03	\$0.00	\$35,973.03	\$23,897.91	\$12,075.12	\$2,391,125.81
280	7/1/2044	\$2,391,125.81	\$35,973.03	\$0.00	\$35,973.03	\$24,017.40	\$11,955.63	\$2,367,108.40
281	8/1/2044	\$2,367,108.40	\$35,973.03	\$0.00	\$35,973.03	\$24,137.49	\$11,835.54	\$2,342,970.92
282	9/1/2044	\$2,342,970.92	\$35,973.03	\$0.00	\$35,973.03	\$24,258.18	\$11,714.85	\$2,318,712.74
283	10/1/2044	\$2,318,712.74	\$35,973.03	\$0.00	\$35,973.03	\$24,379.47	\$11,593.56	\$2,294,333.27
284	11/1/2044	\$2,294,333.27	\$35,973.03	\$0.00	\$35,973.03	\$24,501.37	\$11,471.67	\$2,269,831.91
285	12/1/2044	\$2,269,831.91	\$35,973.03	\$0.00	\$35,973.03	\$24,623.87	\$11,349.16	\$2,245,208.03
286	1/1/2045	\$2,245,208.03	\$35,973.03	\$0.00	\$35,973.03	\$24,746.99	\$11,226.04	\$2,220,461.04
287	2/1/2045	\$2,220,461.04	\$35,973.03	\$0.00	\$35,973.03	\$24,870.73	\$11,102.31	\$2,195,590.32
288	3/1/2045	\$2,195,590.32	\$35,973.03	\$0.00	\$35,973.03	\$24,995.08	\$10,977.95	\$2,170,595.24
289	4/1/2045	\$2,170,595.24	\$35,973.03	\$0.00	\$35,973.03	\$25,120.06	\$10,852.98	\$2,145,475.18
290	5/1/2045	\$2,145,475.18	\$35,973.03	\$0.00	\$35,973.03	\$25,245.66	\$10,727.38	\$2,120,229.53
291	6/1/2045	\$2,120,229.53	\$35,973.03	\$0.00	\$35,973.03	\$25,371.88	\$10,601.15	\$2,094,857.64
292	7/1/2045	\$2,094,857.64	\$35,973.03	\$0.00	\$35,973.03	\$25,498.74	\$10,474.29	\$2,069,358.90
293	8/1/2045	\$2,069,358.90	\$35,973.03	\$0.00	\$35,973.03	\$25,626.24	\$10,346.79	\$2,043,732.66
294	9/1/2045	\$2,043,732.66	\$35,973.03	\$0.00	\$35,973.03	\$25,754.37	\$10,218.66	\$2,017,978.29
295	10/1/2045	\$2,017,978.29	\$35,973.03	\$0.00	\$35,973.03	\$25,883.14	\$10,089.89	\$1,992,095.15
296	11/1/2045	\$1,992,095.15	\$35,973.03	\$0.00	\$35,973.03	\$26,012.56	\$9,960.48	\$1,966,082.60
297	12/1/2045	\$1,966,082.60	\$35,973.03	\$0.00	\$35,973.03	\$26,142.62	\$9,830.41	\$1,939,939.98
298	1/1/2046	\$1,939,939.98	\$35,973.03	\$0.00	\$35,973.03	\$26,273.33	\$9,699.70	\$1,913,666.65
299	2/1/2046	\$1,913,666.65	\$35,973.03	\$0.00	\$35,973.03	\$26,404.70	\$9,568.33	\$1,887,261.95
300	3/1/2046	\$1,887,261.95	\$35,973.03	\$0.00	\$35,973.03	\$26,536.72	\$9,436.31	\$1,860,725.23
301	4/1/2046	\$1,860,725.23	\$35,973.03	\$0.00	\$35,973.03	\$26,669.41	\$9,303.63	\$1,834,055.82
302	5/1/2046	\$1,834,055.82	\$35,973.03	\$0.00	\$35,973.03	\$26,802.75	\$9,170.28	\$1,807,253.07
303	6/1/2046	\$1,807,253.07	\$35,973.03	\$0.00	\$35,973.03	\$26,936.77	\$9,036.27	\$1,780,316.30
304	7/1/2046	\$1,780,316.30	\$35,973.03	\$0.00	\$35,973.03	\$27,071.45	\$8,901.58	\$1,753,244.85
305	8/1/2046	\$1,753,244.85	\$35,973.03	\$0.00	\$35,973.03	\$27,206.81	\$8,766.22	\$1,726,038.05
306	9/1/2046	\$1,726,038.05	\$35,973.03	\$0.00	\$35,973.03	\$27,342.84	\$8,630.19	\$1,698,695.20
307	10/1/2046	\$1,698,695.20	\$35,973.03	\$0.00	\$35,973.03	\$27,479.56	\$8,493.48	\$1,671,215.65
308	11/1/2046	\$1,671,215.65	\$35,973.03	\$0.00	\$35,973.03	\$27,616.95	\$8,356.08	\$1,643,598.70
309	12/1/2046	\$1,643,598.70	\$35,973.03	\$0.00	\$35,973.03	\$27,755.04	\$8,217.99	\$1,615,843.66
310	1/1/2047	\$1,615,843.66	\$35,973.03	\$0.00	\$35,973.03	\$27,893.81	\$8,079.22	\$1,587,949.84
311	2/1/2047	\$1,587,949.84	\$35,973.03	\$0.00	\$35,973.03	\$28,033.28	\$7,939.75	\$1,559,916.56
312	3/1/2047	\$1,559,916.56	\$35,973.03	\$0.00	\$35,973.03	\$28,173.45	\$7,799.58	\$1,531,743.11

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
313	4/1/2047	\$1,531,743.11	\$35,973.03	\$0.00	\$35,973.03	\$28,314.32	\$7,658.72	\$1,503,428.80
314	5/1/2047	\$1,503,428.80	\$35,973.03	\$0.00	\$35,973.03	\$28,455.89	\$7,517.14	\$1,474,972.91
315	6/1/2047	\$1,474,972.91	\$35,973.03	\$0.00	\$35,973.03	\$28,598.17	\$7,374.86	\$1,446,374.74
316	7/1/2047	\$1,446,374.74	\$35,973.03	\$0.00	\$35,973.03	\$28,741.16	\$7,231.87	\$1,417,633.59
317	8/1/2047	\$1,417,633.59	\$35,973.03	\$0.00	\$35,973.03	\$28,884.86	\$7,088.17	\$1,388,748.72
318	9/1/2047	\$1,388,748.72	\$35,973.03	\$0.00	\$35,973.03	\$29,029.29	\$6,943.74	\$1,359,719.43
319	10/1/2047	\$1,359,719.43	\$35,973.03	\$0.00	\$35,973.03	\$29,174.43	\$6,798.60	\$1,330,545.00
320	11/1/2047	\$1,330,545.00	\$35,973.03	\$0.00	\$35,973.03	\$29,320.31	\$6,652.72	\$1,301,224.69
321	12/1/2047	\$1,301,224.69	\$35,973.03	\$0.00	\$35,973.03	\$29,466.91	\$6,506.12	\$1,271,757.78
322	1/1/2048	\$1,271,757.78	\$35,973.03	\$0.00	\$35,973.03	\$29,614.24	\$6,358.79	\$1,242,143.54
323	2/1/2048	\$1,242,143.54	\$35,973.03	\$0.00	\$35,973.03	\$29,762.31	\$6,210.72	\$1,212,381.23
324	3/1/2048	\$1,212,381.23	\$35,973.03	\$0.00	\$35,973.03	\$29,911.13	\$6,061.91	\$1,182,470.10
325	4/1/2048	\$1,182,470.10	\$35,973.03	\$0.00	\$35,973.03	\$30,060.68	\$5,912.35	\$1,152,409.42
326	5/1/2048	\$1,152,409.42	\$35,973.03	\$0.00	\$35,973.03	\$30,210.98	\$5,762.05	\$1,122,198.44
327	6/1/2048	\$1,122,198.44	\$35,973.03	\$0.00	\$35,973.03	\$30,362.04	\$5,610.99	\$1,091,836.40
328	7/1/2048	\$1,091,836.40	\$35,973.03	\$0.00	\$35,973.03	\$30,513.85	\$5,459.18	\$1,061,322.55
329	8/1/2048	\$1,061,322.55	\$35,973.03	\$0.00	\$35,973.03	\$30,666.42	\$5,306.61	\$1,030,656.13
330	9/1/2048	\$1,030,656.13	\$35,973.03	\$0.00	\$35,973.03	\$30,819.75	\$5,153.28	\$999,836.38
331	10/1/2048	\$999,836.38	\$35,973.03	\$0.00	\$35,973.03	\$30,973.85	\$4,999.18	\$968,862.53
332	11/1/2048	\$968,862.53	\$35,973.03	\$0.00	\$35,973.03	\$31,128.72	\$4,844.31	\$937,733.81
333	12/1/2048	\$937,733.81	\$35,973.03	\$0.00	\$35,973.03	\$31,284.36	\$4,688.67	\$906,449.45
334	1/1/2049	\$906,449.45	\$35,973.03	\$0.00	\$35,973.03	\$31,440.78	\$4,532.25	\$875,008.66
335	2/1/2049	\$875,008.66	\$35,973.03	\$0.00	\$35,973.03	\$31,597.99	\$4,375.04	\$843,410.68
336	3/1/2049	\$843,410.68	\$35,973.03	\$0.00	\$35,973.03	\$31,755.98	\$4,217.05	\$811,654.70
337	4/1/2049	\$811,654.70	\$35,973.03	\$0.00	\$35,973.03	\$31,914.76	\$4,058.27	\$779,739.94
338	5/1/2049	\$779,739.94	\$35,973.03	\$0.00	\$35,973.03	\$32,074.33	\$3,898.70	\$747,665.61
339	6/1/2049	\$747,665.61	\$35,973.03	\$0.00	\$35,973.03	\$32,234.70	\$3,738.33	\$715,430.90
340	7/1/2049	\$715,430.90	\$35,973.03	\$0.00	\$35,973.03	\$32,395.88	\$3,577.15	\$683,035.03
341	8/1/2049	\$683,035.03	\$35,973.03	\$0.00	\$35,973.03	\$32,557.86	\$3,415.18	\$650,477.17
342	9/1/2049	\$650,477.17	\$35,973.03	\$0.00	\$35,973.03	\$32,720.65	\$3,252.39	\$617,756.53
343	10/1/2049	\$617,756.53	\$35,973.03	\$0.00	\$35,973.03	\$32,884.25	\$3,088.78	\$584,872.28
344	11/1/2049	\$584,872.28	\$35,973.03	\$0.00	\$35,973.03	\$33,048.67	\$2,924.36	\$551,823.61
345	12/1/2049	\$551,823.61	\$35,973.03	\$0.00	\$35,973.03	\$33,213.91	\$2,759.12	\$518,609.69
346	1/1/2050	\$518,609.69	\$35,973.03	\$0.00	\$35,973.03	\$33,379.98	\$2,593.05	\$485,229.71
347	2/1/2050	\$485,229.71	\$35,973.03	\$0.00	\$35,973.03	\$33,546.88	\$2,426.15	\$451,682.83
348	3/1/2050	\$451,682.83	\$35,973.03	\$0.00	\$35,973.03	\$33,714.62	\$2,258.41	\$417,968.21
349	4/1/2050	\$417,968.21	\$35,973.03	\$0.00	\$35,973.03	\$33,883.19	\$2,089.84	\$384,085.02
350	5/1/2050	\$384,085.02	\$35,973.03	\$0.00	\$35,973.03	\$34,052.61	\$1,920.43	\$350,032.41
351	6/1/2050	\$350,032.41	\$35,973.03	\$0.00	\$35,973.03	\$34,222.87	\$1,750.16	\$315,809.54
352	7/1/2050	\$315,809.54	\$35,973.03	\$0.00	\$35,973.03	\$34,393.98	\$1,579.05	\$281,415.56
353	8/1/2050	\$281,415.56	\$35,973.03	\$0.00	\$35,973.03	\$34,565.95	\$1,407.08	\$246,849.61
354	9/1/2050	\$246,849.61	\$35,973.03	\$0.00	\$35,973.03	\$34,738.78	\$1,234.25	\$212,110.82
355	10/1/2050	\$212,110.82	\$35,973.03	\$0.00	\$35,973.03	\$34,912.48	\$1,060.55	\$177,198.34
356	11/1/2050	\$177,198.34	\$35,973.03	\$0.00	\$35,973.03	\$35,087.04	\$885.99	\$142,111.30
357	12/1/2050	\$142,111.30	\$35,973.03	\$0.00	\$35,973.03	\$35,262.47	\$710.56	\$106,848.83
358	1/1/2051	\$106,848.83	\$35,973.03	\$0.00	\$35,973.03	\$35,438.79	\$534.24	\$71,410.04
359	2/1/2051	\$71,410.04	\$35,973.03	\$0.00	\$35,973.03	\$35,615.98	\$357.05	\$35,794.06
360	3/1/2051	\$35,794.06	\$35,973.03	\$0.00	\$35,794.06	\$35,615.09	\$178.97	\$0.00

EXHIBIT D

COPIES OF THE NEW MEXICO PUBLIC EDUCATION DEPARTMENT'S AND PUBLIC
SCHOOL FACILITIES AUTHORITY'S RESPECTIVE APPROVALS OF THIS
AGREEMENT

[TO BE COMPLETED AFTER PED APPROVES LPA]

**State of New Mexico
Public School Facilities Authority**

Jonathan Chamblin, Director



Martica Casias, Deputy Director

**1312 Basehart Road, SE, Suite 200
Albuquerque, NM 87106
(505) 843-6272 (Phone); (505) 843-9681 (Fax)
Website: www.nmpsfa.org**

May 21, 2020

Christine Lutz, Director,
Southwest Secondary Learning Center
10301 Candelaria Rd. NE
Albuquerque, NM 87112

RE: wNMCI score for Southwest Secondary Learning Center, 10301 Candelaria Rd. NE, Albuquerque, NM 87112

VIA E-MAIL

Ms. Lutz,

The Public School Facilities Authority is pleased to confirm that the Southwest Secondary Learning Center's facility, located at 10301 Candelaria Rd. NE, satisfies the requirements to meet statewide adequacy standards, and to meet or exceed the current statewide average weighted New Mexico Condition Index (wNMCI), pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1(A) (2) NMSA 1978.

Southwest Secondary Learning Center's facility's wNMCI score is 15.89%, which is better than the current statewide average wNMCI of 21.15%. (Lower is better, with zero being perfect.) The wNMCI represents the facility condition related to systems and adequate space for your students.

Please feel free to contact me if you have any questions or concerns regarding this correspondence.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Alyce Ramos".

Alyce Ramos, Research Analyst
Public School Facilities Authority

Cc; Martica Casias, Deputy Director

ATTACHMENT # 4
COVER LETTER TO PED

SOURCES OF FUNDS FOR LEASE
PURCHASE ARRANGEMENT

SOUTHWEST SECONDARY LEARNING CENTER
SOURCE OF FUNDS FOR
LEASE PURCHASE ARRANGEMENT
(BASED ON 30 YEAR AMORTIZATION)

Purchase Price	\$6,184,385
SB9 – Advanced Principal	\$ 0.00
HB 33 Advanced Principal	\$ 184,385
Operational Advanced Principal	\$ 0.00
Balance of Purchase Price	\$6,000,000
Monthly Payment	\$35,973.03
Total Annual Payment (Fiscal Year)	\$431,676.36

DESCRIPTION OF FUNDING SOURCES <i>Based on FY20 Funding</i>	TOTAL <i>(ASSUMING HIGHEST AMOUNT)</i>
¹ PSCOC Lease Assistance Award pursuant to NMSA 1978, §22-24-4(I) Supplemental Payments from Operational (SEG)	\$173,745 \$0
² Supplemental Payments from SB9 (Public School Capital Improvements Act, NMSA 1978, §22-25-1, <i>et seq.</i>)	\$0
³ Supplemental Payments from HB33 (Public School Buildings Act, NMSA 1978, §22-26-1, <i>et seq.</i>)	\$119,682
Sub-Lease Payments from Southwest Preparatory Learning Center ⁴	\$138,249 (annual) \$11,520 (month)
TOTAL FUNDS AVAILABLE	\$431,676.36

¹The School received a Public School Capital Outlay Council Lease Assistance Award for FY2020 in the amount stated. This amount is based the PSCOC’s revised formula for calculating charter school lease grants. The School anticipates that grant award eligibility may increase due to the expansion of classroom space and in the future the PSCOC lease assistance will increase. The Public School Capital Outlay Act, at NMSA 1978, §22-24-4(I) provides for an annual CPI adjustment to the per-member funding amount, however, the Lessee has not forecasted any potential increase in the amount of lease assistance relied upon as a source to pay the Base Rent Payments. Lessee anticipates it has sufficient proceeds from mill levies (SB9 or HB33) to supplement any decrease in future Lease Assistance Awards.

²Based on 2020 SB9 mill levy proceeds received, Lessee estimates that \$69,912 per year will be available to supplement the Lease Assistance Award, to the extent required to cover the Base Rent obligation. SB 9 receipts will be applied if HB33 receipts drop below estimated expectations. *See n.3.*

³Based on 2020 (HB33) mill levy receipts, the Lessee estimates that \$173,000 per year will be available to supplement the Lease Assistance Award to the extent required to cover the Base Rent obligation. If annual receipts of HB33 are not sufficient, the School will supplement with SB9 receipts as described in n.2.

⁴Southwest Preparatory Learning Center, a charter school authorized by the Public Education Commission, occupies a portion of the school facility being acquired pursuant to the Lease Purchase Arrangement. Currently, SPLC leases its space within the facility directly from the LPA Lessor. The SPLC lease will be assigned to SSLC on closing of the LPA. Lease payments under the lease between SPLC and SSLC will be set by SPLC’s Public School Capital Outlay Council Lease Assistance Award. The amount stated above as a source of funds from the sub-lease payment is the amount of SPLC’s FY2020 PSCOC award.

ATTACHMENT # 5
COVER LETTER TO PED

PSFA APPROVAL LETTER

**State of New Mexico
Public School Facilities Authority**

Jonathan Chamblin, Director



Martica Casias, Deputy Director

**1312 Basehart Road, SE, Suite 200
Albuquerque, NM 87106
(505) 843-6272 (Phone); (505) 843-9681 (Fax)
Website: www.nmpsfa.org**

May 21, 2020

Christine Lutz, Director,
Southwest Secondary Learning Center
10301 Candelaria Rd. NE
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Southwest Secondary Learning Center's facility's wNMCI score is 15.89%, which is better than the current statewide average wNMCI of 21.15%. (Lower is better, with zero being perfect.) The wNMCI represents the facility condition related to systems and adequate space for your students.

Please feel free to contact me if you have any questions or concerns regarding this correspondence.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Alyce Ramos".

Alyce Ramos, Research Analyst
Public School Facilities Authority

Cc; Martica Casias, Deputy Director

ATTACHMENT # 6
COVER LETTER TO PED

C. LUTZ AFFIDAVIT

AFFIDAVIT OF CHRISTINE LUTZ

I, Christine Lutz, (“Affiant”), do hereby declare under penalty of perjury that the information given in this statement is true and correct to the best of my knowledge.

1. I am over the age of eighteen (18) and give this affidavit based on my personal knowledge.

2. My full name is Christine Lutz. I am employed as the head administrator of Southwest Secondary Learning Center (“School”), a New Mexico public charter school. The current business address of the School is 10301 Candelaria Road NE, Albuquerque, New Mexico 87112.

3. My statement was prepared and executed in conformance with NMSA 1978, §22-26A-6(A)(2015).

4. I am the head administrator of the School, as the term is defined in NMSA 1978, §22-1-2(N) and 6.80.4.7(K) NMAC [6/30/09]. My responsibilities as head administrator include posting notices and agendas of the governing body of the School for regular and special meetings in accordance with the Open Meetings Act, specifically at NMSA 1978, §10-15-1(D) and (F) (2015).

5. I have personal knowledge that notice of a regular meeting of the governing body of the School, known as the “Governing Council”, that was held at 5:00 p.m. on June 17, 2020 via Zoom Meeting platform, along with the agenda were posted on or before 5:00 p.m. on June 14, 2020 at the administration offices of the School at 10301 Candelaria Road NE, Albuquerque, New Mexico 87112. The notice for that meeting was also posted on the School website, www.sslc-nm.com, before 5:00 p.m. on June 14, 2020.

6. The regularly scheduled meeting included agenda items specifically for the purpose of considering the acquisition of the above described real property through a lease purchase arrangement as defined by the Public School Lease Purchase Act. *See NMSA 1978, Section 22-26A-6(B) (2015).*

7. During this meeting, the required resolution was duly approved and met all the notice requirements of the Open Meetings Act.

8. Pursuant to NMSA 1978, §10-15-1(F)(2013), the notice and agenda for the special meeting described in paragraph five (5) was available at least seventy-two (72) hours in advance at the administrative offices and online at the School’s website.

9. Pursuant to NMSA 1978, §10-15-1(D)(2013), notice was provided by email to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings to School.

10. My affidavit is being submitted as part of the request by School for approval from the New Mexico Public Education Department of the proposed lease purchase arrangement between Saylor Family Trust, LLC and the School under NMSA 1978, §22-26A-4 (2015).

11. My statements in this Affidavit are based upon my personal knowledge, or knowledge obtained directly from an examination of the official records of the School’s Governing Council, which are retained by the School’s record custodian and that pertain to the public meeting of the Governing Council that occurred on June 17, 2020.

The foregoing statements are true and correct to the best of my knowledge.

Christine B. Lutz
Christine Lutz

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

Signed and sworn to before me on this 18th of June 2020 by Christine Lutz.

Dana E. Smith
Notary Public



(Seal)

My commission expires: 12-31-23



Southwest Learning Centers

Facility Master Plan & Educational Specifications for

**Southwest Preparatory
Learning Center &**

**Southwest Secondary
Learning Center**

Final

January 2019



Architectural Research Consultants, Incorporated

✉ Albuquerque, NM

☎ 505-842-1254

📠 505-766-9269

🌐 <http://arcplanning.com>

ACKNOWLEDGMENTS

SPLC Governance Council

Aaron Redd, Board President
Alissa Mavridis, Board Vice President
Marvin Larsen, Board Secretary
Amber Romero, Board Member
DeEtte Peterson, Board Member

SSLC Governance Council

Deborah Lansdell, Board President
Laura Sanders, Board Member
Sean Hendrickson, Board Member
Michael Hamel, Board Member
Deborah Burns, Board Member

Steering Committee

Alex Banoczi
Jonas Cossey
Denise Dixon
Joe Hines
Krista Keay
Deborah Landsdell
Marvin Larson
Christine Lutz
Lisa Mora
Robert Pasztor
Amber Romero

Public School Facility Authority

Bill Sprick, Facilities Master Planner

Planning Consultant

Architectural Research Consultants, Incorporated

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ABBREVIATIONS

ADA - Americans with Disabilities Act

ARC - Architectural Research Consultants, Incorporated

CIP - Capital improvement project

CNM - Central New Mexico Community College

Ed Specs - Educational specifications

FAD - Facility Assessment Database maintained by PSFA

FMP - Facility master plan

HVAC - Heating, ventilation and air conditioning

per MEM - Per student membership, or per full time equivalent student enrollment

NMCI - New Mexico Condition Index

NMPED or PED - New Mexico Public Education Department

PE - Physical education

PSCOC/PSFA - Public School Capital Outlay Council / Public School Facilities Authority

PTR - Pupil/teacher ratio

SF - Square Feet

SPED - Special Education

SPLC - Southwest Primary Learning Center

SSLC - Southwest Secondary Learning Center

STEM - Science, technology, engineering and mathematics

SWLC - Southwest Learning Centers

Tare - Building areas that are not assignable such as hallways and mechanical rooms

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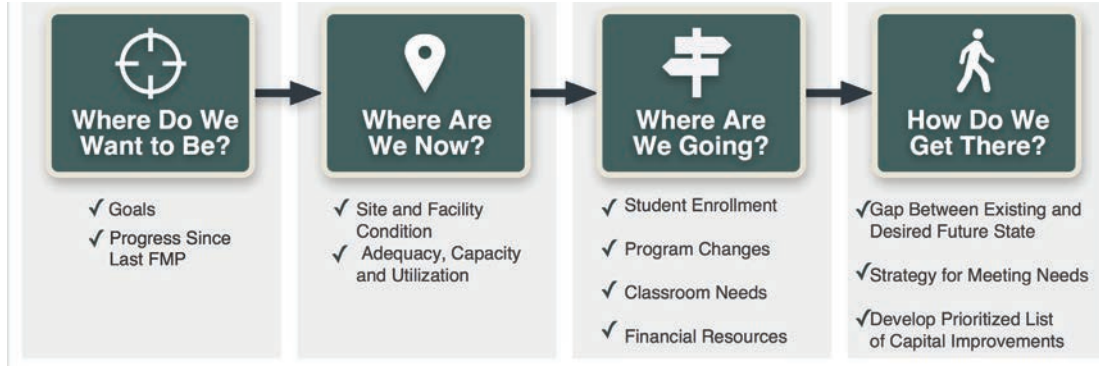
INTRODUCTION

The Facility Master Plan (FMP) and Educational Specifications (Ed Specs) serves as a flexible tool to present issues to the community, governance boards and school staff for input and revision on a periodic basis. Preparation of the FMP/Ed Specs used a systematic process that strives to identify needs and wisely allocate capital resources to assess charter school facilities in relation to state adequacy standards and charter policies with respect to:

- Life/health/safety
- Educational/programmatic needs (additions and remodeling to meet various educational standards) and curriculum needs
- Renewal needs (replacement schools, remodeling, refurbishing, planning studies, deferred maintenance, and major system replacement)
- Provision for necessary growth (new schools, additions, remodeling, site acquisition, and design planning studies)
- Educational technology

The FMP/Ed Specs address four major questions:

- Where do we want to be? – identifies school facility goals.
- Where are we now? – identifies the adequacy of school facilities and capacity to meet future needs.
- Where we are going? – analyzes information about future enrollment, program changes, classroom needs and financial resources.
- How do we get there? – identifies the gaps between existing conditions and the ideal future state, develops a strategy to meet needs, and presents a prioritized list of capital projects.



The Master Plan/Ed Specs have five sections:

- **Section 1 – Goals / Mission** provides information about school goals and mission, and the master planning process.
- **Section 2 – Existing and Projected Conditions** provides information about school facilities, programs, enrollment, classroom loading policies, classroom needs, site information, a facility condition evaluation, and utilization analysis.
- **Section 3 – Proposed Facility Requirements (Ed Spec)** provides facility goals and concepts.
- **Section 4 – Capital Plan** provides information about short-term capital needs, maintenance, technology needs and financing options.
- **Section 5 - Master Plan Support Material and Appendix** provides detailed information about the schools site and facilities.

EXECUTIVE SUMMARY

This document is a Facility Master Plan and Educational Specifications for Southwest Learning Centers (SWLC), all of whose schools are State of New Mexico chartered public schools. SWLC has two charter schools located in the northeast quadrant of Albuquerque, New Mexico. The two charter schools serve different age groups: Southwest Preparatory Learning Center serves grades 4 through 8, and Southwest Secondary Learning Center serves grades 9 through 12. Each school uses a highly successful educational reform model that integrates technology, service-learning, and personal responsibility to motivate and educate students. This traditional and innovative educational model combined with an individual growth plan prepares students to transition between academics and workplace competence.

With the use of a computer-based educational delivery system, and the help and guidance of a highly dedicated and

professional staff, students at the Southwest Learning Centers receive an education that is focused on their individual needs.

The Southwest Learning Centers are the first consortium of charter schools in New Mexico to use a vision of shared leadership and shared facilities which enables more student-generated funds to be allocated to the classroom. The shared emphasis is on content mastery, not seat time.

SWLC Preparatory and Secondary Schools occupy leased facilities which accommodate the current student load. Two years ago, the Primary and Intermediate Schools merged into the Preparatory School. The Preparatory School uses a traditional school day schedule, while the Secondary School uses three sessions to accommodate its student load: morning, afternoon and evening. The evening session has room for growth, but the day sessions are near capacity.

Long-term plans include the possible purchase of a building and/or future classroom additions for break out and specialized sessions as the student population warrants.

Main Computer Lab



OVERVIEW

This FMP/Ed Specs addresses Southwest Learning Centers' Preparatory (SPLC) and Secondary (SSLC) Schools. The Public School Capital Outlay Council (PSCOC) and the Public School Facilities Authority (PSFA) require that all New Mexico public schools have five-year FMP/Ed Specs as a prerequisite for eligibility to receive state capital outlay assistance. The FMP/Ed Specs guide capital planning decisions to support the school's educational mission and comply with minimum PSCOC/PSFA New Mexico Public School Facility Adequacy Standards, including variances for charter schools. This FMP/Ed Specs complies with guidance issued by the PSCOC and PSFA.

Exhibit Intro-1 SWLC Schools Facts

Preparatory School	
Grades Served	4-8
2018/19 enrollment (40-day)	175
Enrollment cap (per charter)	250
Initial Charter	2006

Secondary School	
Grades Served	9-12
2018/19 enrollment (40-day)	260
Enrollment cap (per charter)	350
Initial Charter	2002

Outdoor Learning Area



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1. MISSION / EDUCATIONAL PHILOSOPHY / PROCESS

1.1 Goals

1.1.1 SWLC Vision

Our vision is to become the best college-preparatory schools in New Mexico by teaching students how to become self-motivated, independent, life-long learners.

1.1.2 Preparatory School Mission

The mission of the Southwest Preparatory Learning Center is to sustain a high-performing learning community.

1.1.3 Secondary School Mission

The mission of the Southwest Secondary Learning Center is to sustain a high performing learning community by preparing computer-literate students for college or a career through a blended learning model that is individualized, self-directed and flexible.

1.1.4 Preparatory School Goal

The goal for the Southwest Preparatory Learning Center is to prepare students in grades 4 through 8 for the future by:

- Meeting their academic needs through an emphasis on the four core content areas identified by the New Mexico Public Education Department (language arts, mathematics, science, and social studies);
- Meeting their emotional and social needs by integrating the remaining five content areas (the arts, modern, classical and native languages, health education, physical education and career education) into the daily school program;
- Incorporating a variety of instructional methods including small/large group instruction, individualization, hands-

on activities, field trips, project-based learning, etc;

- Exceeding state standards as measured by individual student growth on the New Mexico criterion-referenced test.

1.1.5 Secondary School Goals

The goal for the Southwest Secondary Learning Center is to prepare students in grades 9 through 12 to become self-motivated, independent, competent, life-long learners. Students will be equipped with the reading, writing, mathematical, technological and problem-solving skills necessary for success in post-secondary education and personal career choices.

1.1.6 Educational Philosophy

We use a blend of traditional and innovative education techniques to help the student develop an individual growth plan, along with the input of the student's parents and teachers.

We believe it is essential to pave the transition between academics and workplace competence by providing real-world work experiences. Here, we link academic content to life situations by instilling the understanding of the value of work, and we lay the foundation for self-confidence by providing relevant, student-selected experiences.

Throughout the curriculum, students use critical thinking skills (problem-solving, analyzing and applying knowledge) to navigate through a college preparatory curriculum that effectively uses technology to deliver instruction.

From the traditional school model, we use the ideas of a smaller student-teacher ratio, having a core curriculum and providing a safe environment that provides extra-curricular activities in order to develop well-rounded students.

We also embrace the best of innovative educational ideas, including computer-based learning, a high-tech curriculum, individualized growth plans and flexible scheduling for the realities of the modern world.

1.2 Process

1.2.1 Data Gathering and Analysis

ARC uses a collaborative process to collect, review and analyze information about the school's educational program and delivery, projected enrollment and anticipated future needs, and to determine capital priorities.

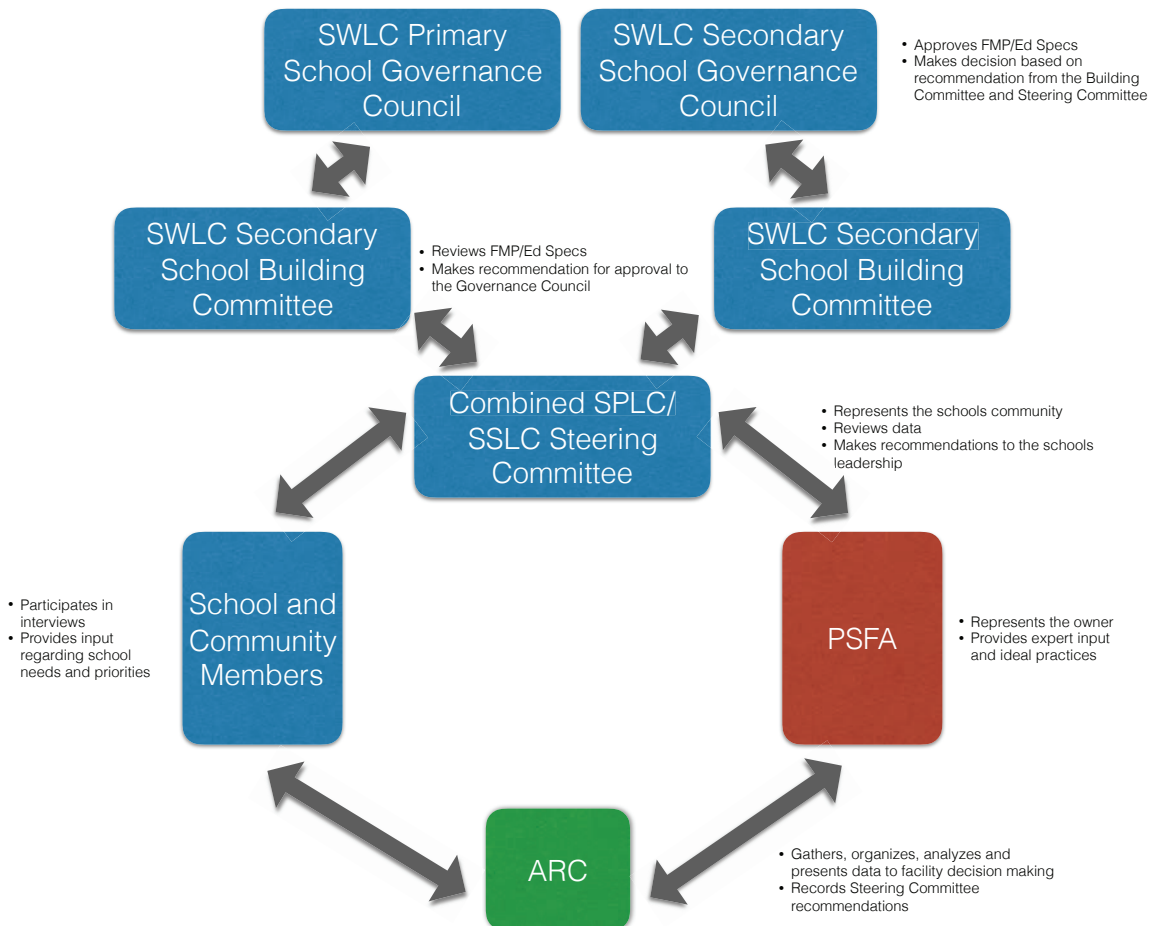
Exhibit 1-1 illustrates the collaborative process.

Steering Committee Involvement

SPLC and SSLC assembled a combined steering committee, including a cross-section of the school community comprised of parents, teachers, administrators and members of the governing board.

ARC conducted three meetings: A kick-off meeting, a combined steering committee meeting and an additional meeting with SSLC steering members to develop, gain consensus and refine the school's five-year capital needs.

Exhibit 1-1
FMP/Ed Specs
Collaborative Process



Capital Planning Process and Decision-Making

To accomplish the mission, vision and goals of each school, the governance boards direct the head administrator to secure appropriate facilities through lease-to-purchase arrangements, leases, gifts and donations as provided by statute.

Community Input

To gather input from a larger sample of stakeholders, ARC interviewed additional SPLC and SSLC staff, and community partners including IT personnel, ancillary service personnel, maintenance, Special Ed teachers and general staff.

Indoor PE Area



Playground



Exhibit 1-2

FMP/Ed Specs Meeting Schedule



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2. EXISTING AND PROJECTED CONDITIONS

2.1 Programs and Delivery Methods

2.1.1 Programs Overview - Southwest Preparatory Learning Center

The Southwest Preparatory Learning Center treats each core subject area independently as the concepts and depth of study in each area expand. The school places a heavy emphasis on expanding vocabulary using words the students are exposed to through the core subjects: social studies, math, language arts and science. The curriculum is closely tied to the Common Core standards and the national English Language Learner standards.

At SPLC, a student's education is supplemented with physical education, "Smart Lab," Spanish and art. The School offers Spanish and PE instruction for an hour twice a week, and art for one hour a week. It offers Smart Lab on a rotating schedule throughout the school year. Every classroom is fully equipped with Chromebooks for each student to allow for the use of technology.

Several field trips per year also help to supplement the curriculum, including:

- Theatre events
- ABQ BioPark
- New Mexico Museum of Natural History and Science
- Albuquerque area activities and events

Language Arts

Language arts instruction focuses on reading comprehension, critical thinking, vocabulary, Greek and Latin roots, and written expression. Students are expected to read grade-level-appropriate novels as part of the curriculum. Writing instruction includes formal and informal, evidence based,

creative and poetic writing. Students have exposure to word processing skills as part of the writing curriculum and are encouraged to edit and improve their writing. Students set individualized reading goals in addition to classroom expectations. Classroom activities typically include large and small group instruction, practice, support, and enrichment.

Social Studies

Social studies instruction in all grade levels includes current events using Scholastic News. Fourth grade students focus on New Mexico history, fifth grade focuses on American history, and sixth grade focuses on world history. Students demonstrate learning through research, writing, presentations and creative projects.

Math

Students explore topics in numeration, place value, operations, fact fluency, algebra, geometry and problem solving. Classes offer a variety of strategies as students investigate and solve multiple-step story problems. The curriculum emphasizes real life application and carefully develops higher-level thinking. Classroom activities typically include large and small group instruction, practice, support and enrichment. Teachers use a hands-on and pictorial approach before moving to abstract and higher-level activities.

Science

Science in the classroom builds inquiry and science, technology, engineering and mathematics (STEM) skills and is optimized for learning in the classroom, or at home using a laptop, tablet, or science textbook. The digital curriculum, virtual labs, hands-on activities, and write-in science textbook

contribute to developing important critical-thinking skills that prepare students for success in future science courses and in the workplace. The curriculum is a balance of Earth Science, Physical Science and the Life Sciences.

Fourth grade curriculum topics include: Studying Science, the Engineering Process, Plants and Animals, Energy and the Ecosystem, Weather Earth and Space, Properties of Matter, Changes in Matter, Energy, Electricity, and Motion.

Fifth grade curriculum topics include: How Scientists Work, Engineering Process, Cells to Body Systems, People in Science, How Living Things Grow and Reproduce, Ecosystems, Energy and Ecosystems, and Natural Resources.

Sixth grade curriculum topics include: Changes to Earth's Surface, Rock Cycle, Fossils, Earth's Oceans, the Solar System and the Universe, Matter, Light and Sound, and Forces and Motion.

Fourth through sixth grade students use the Smart Lab for projects.

Seventh and eighth grade students share classrooms and utilize a mix of traditional classroom time and computer-based learning through the Edgenuity on-line curriculum. Students utilize both the main computer lab and the Smart Lab for projects.

Overall, SPLC has maintained a good PED school score over the past five years.

2.1.2 Programs Overview SSLC

The Southwest Secondary Learn Center curriculum is computer-based through the Edgenuity online curriculum. Students have access to instructional equipment and material during sessions that are determined at the beginning of the semester. Students are not separated by grades or in separate classrooms.

The SSLC instructional environment is rigorous and highly academic. Faculty assists students who access the online curriculum site with guidance. Material is devoted to covering prescribed content to meet New Mexico School Boards Association requirements. Students learn core subjects in a computer lab. Curricula focus on the four core content subjects: language areas (reading and writing), mathematics, science and social studies. Elective programs are satisfied through hands-on, project-oriented instruction in a project implementation lab (the Smart Lab) or through off-campus alternative methods, such as dual credit (CNM partnership), mentorship, and work site service credits. The school also strongly emphasizes physical education (PE) programs.

Computer-based instruction involves students seated at a computer station for a period of time called a *session*. A self-directed web-based teaching program provides instruction. This program allows students to access and process instructional material in the subject of their choosing at any time, or to switch subjects during the session.

The school monitors students and also requires them to spend a set amount of time at home continuing their studies. Those falling behind are given additional classroom time and specialized attention from staff.

Smart Lab instruction allows students to collaborate and solve complex problems with the aid of technology. Through the application of technology-based tools to academically linked projects, students are motivated to explore topics of personal interest in a rigorous standards-based context. The Smart Lab gives students the opportunity to apply the learned skills and knowledge in their base courses.

One unit of PE is required for graduation, but the school emphasizes the link between physical education and scholastic success

through a generous gymnasium facility, and a variety of equipment that accommodates several types of physical and recreational activities at the same time. The school encourages all students to engage in physical education every school year.

SSLC’s lower PED school score for the past two years is attributed to more troubled students enrolling in the program and benefiting from the individualized plans and program.

2.1.3 Special Education

SWLC is a full inclusion program. The schools incorporate many instructional strategies to ensure the success of students with special needs. Strategies that impact the facility include:

- Individual and small group instruction to maximize student/teacher interaction
- Individualized computer-based modules
- Integrated ancillary services for the younger students
- Frequent training of faculty and staff
- The Student Assistance Team (SAT) process where a team makes suggestions for intervention strategies for special education students.

Exhibit 2-1

PED School Scores

PED School Grades	17/18	16/17	15/16	14/15	13/14
Southwest Preparatory	B	B	C	B	B
Southwest Secondary	C	C	A	A	A

Exhibit 2-2

Smart Lab



2.1.4 Student Health Services

SWLC offers ancillary, counseling and health services as needed through a contract with individual or group providers. These services share spaces by scheduling, and do not have dedicated spaces. Annual health testing takes place in classrooms. OT/PT activities take place off campus.

2.1.5 Food Services

SWLC does not provide food services. Students supply their own meals. The school provides refrigerators, microwave ovens and cafe dining space for students at lunch time. Lunch periods are staggered to keep younger students separated from the older students.

2.1.6 Program Changes

No significant changes in programs are anticipated in the near future.

2.1.7 Scheduling

SPLC's school day is from 8:00 a.m. to 3:00 p.m., Monday through Friday, with 40 minutes for lunch and 20 minutes for recess. Teacher in-service occurs before the beginning of the school year and does not impact the school schedule. Students receive 1,260 hours of available instruction time. Smart Lab sessions are on Wednesdays, when both the morning and afternoon sessions at SSLC are scheduled for the Main Lab and for PE classes. The Smart Lab is also dedicated to the SPLC students on Friday afternoons.

The SSLC schedule is divided into three daily sessions from Monday through Thursday. The first session meets from 8:00 a.m. to 11:30 a.m. During that time, students can work in the Main Lab or the Smart Lab, participate in PE, or work with staff individually or in small groups as needed. The second session meets from 12:00 p.m. to 3:30 p.m. with the same break outs as needed. On Friday, these two sessions meet in the Main Lab.

SSLC evening sessions are from 4:00 p.m. to 7:30 p.m., Monday through Thursday. No Smart Lab or PE classes are scheduled. This time of day is also when students can make up work with staff supervision and assistance.



2.2 Historic and Proposed Enrollment

2.2.1 Phased Enrollment

In New Mexico as a whole, charter school enrollment grew by 6% between 2016 and 2017. Starting with one charter school in 1999, New Mexico grew to more than 100 charter schools that serve more than 25,000 students.

SPLC Enrollment

Enrollment in SPLC has decreased slightly since 2014, but has had fairly steady enrollments since both schools opened. A few increases and decreases have occurred, but overall, enrollment has been consistent. The chart below shows that SPLC enrollment experienced a significant dip in 2018. Enrollment for 2019 reflects seventh and eighth grade students moving out of the secondary school and into the preparatory school.

Official charter enrollment caps are much higher than the preferred enrollment. SPLC strives to reach its ideal pupil/teacher ratios (PTRs), maintaining a steady enrollment. Seventh and eighth grade students used the Main Lab and Smart Lab as part of their curriculum, which allows for more students to rotate through traditional classroom studies.

SSLC Enrollment

SSLC could accommodate more students during its evening session, or with more staggered use of the Main Lab and the Smart Lab.

Although the majority of students are from Albuquerque's northeast heights area, 30% of students come from other areas of greater Albuquerque.

Please see Exhibits 2-6 and 2-7 for student locations, and Exhibit 2-8 for PTR loading.

Exhibit 2-3

Projected Enrollment per School

SOUTHWEST LEARNING CENTER ENROLLMENT BY SCHOOL, 2011-2028

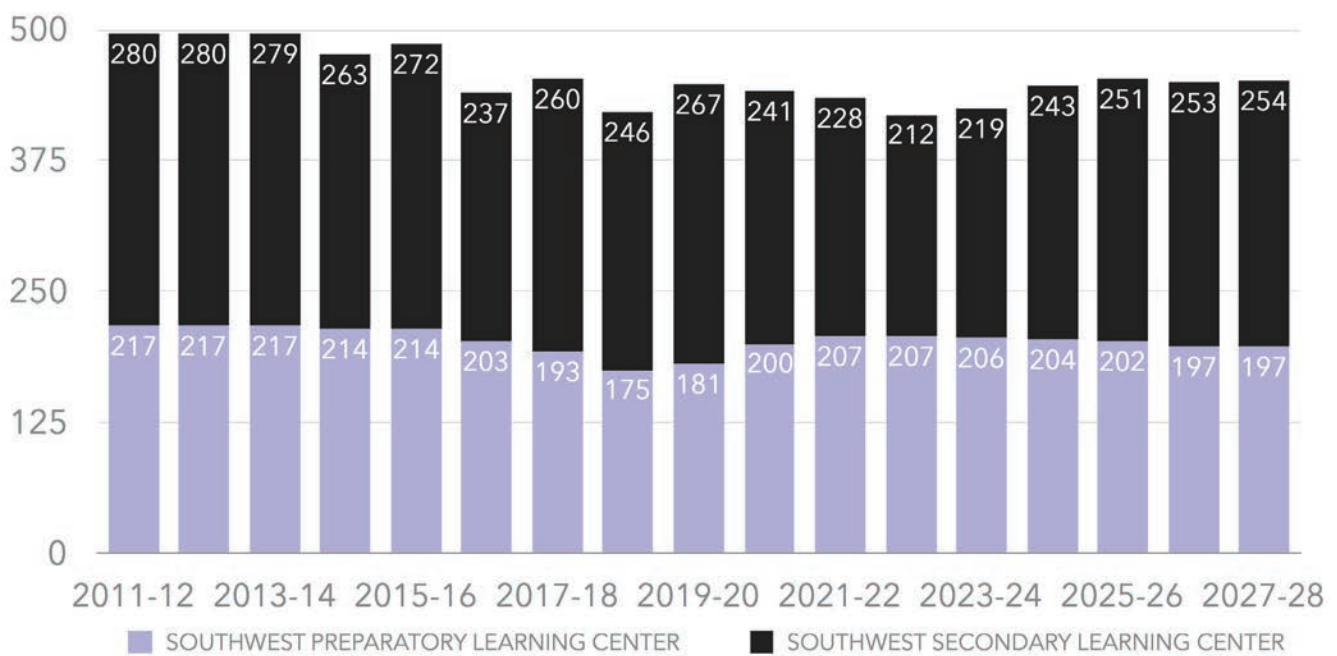
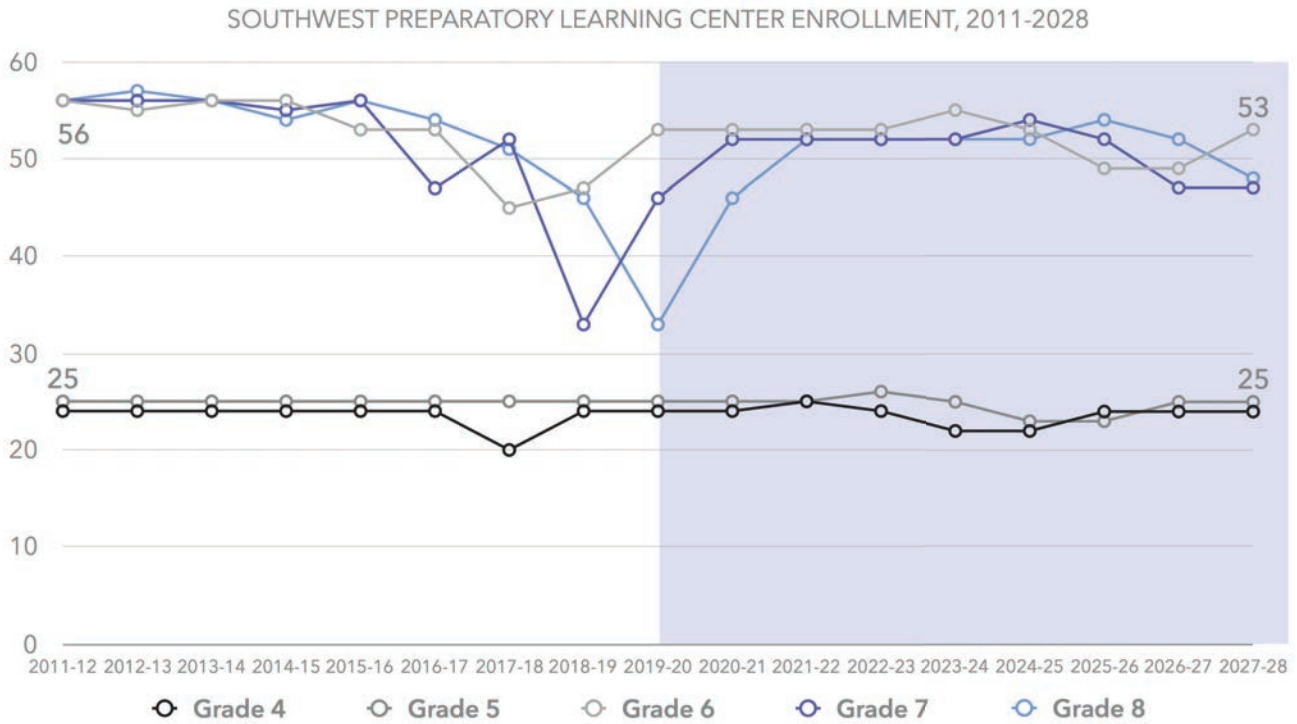
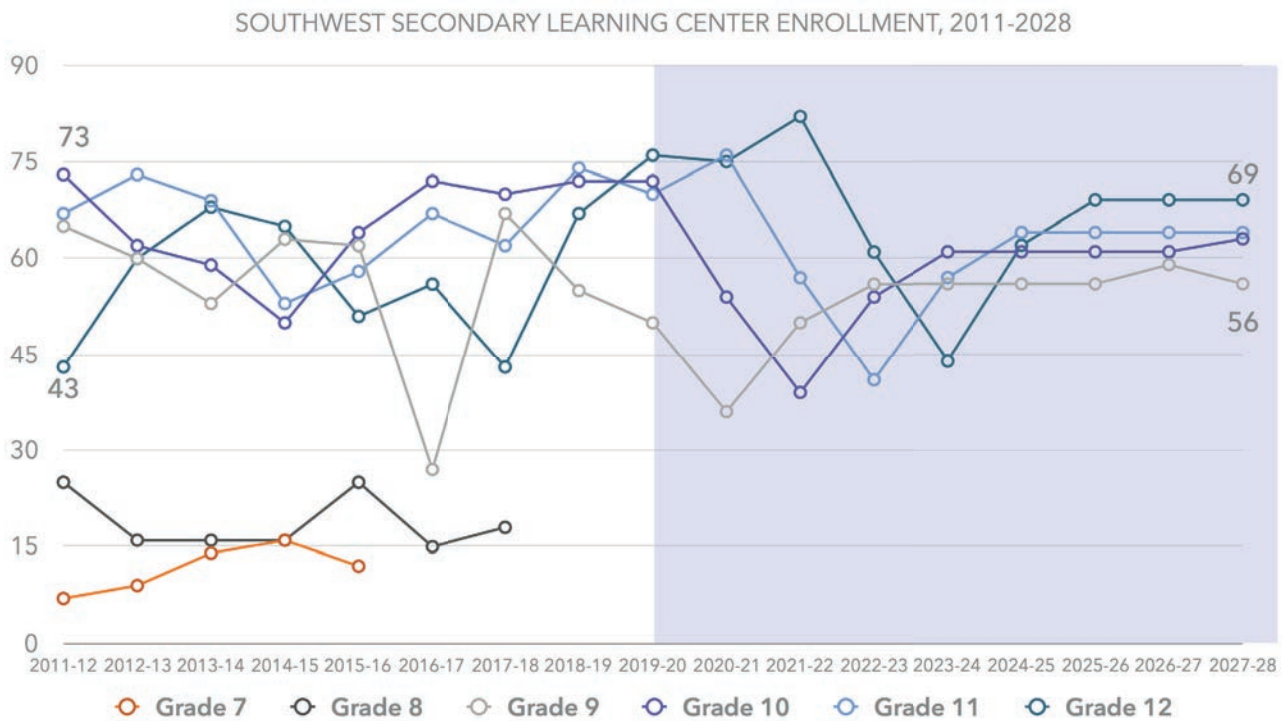


Exhibit 2-4 SPLC Projected Enrollment per Grade



Source: U.S. Census 1910 to 2010 and ACS 2011-2015 Estimates

Exhibit 2-5 SSLC Projected Enrollment per Grade



Source: U.S. Census 1910 to 2010 and ACS 2011-2015 Estimates

Exhibit 2-6
SPLC Student Locations

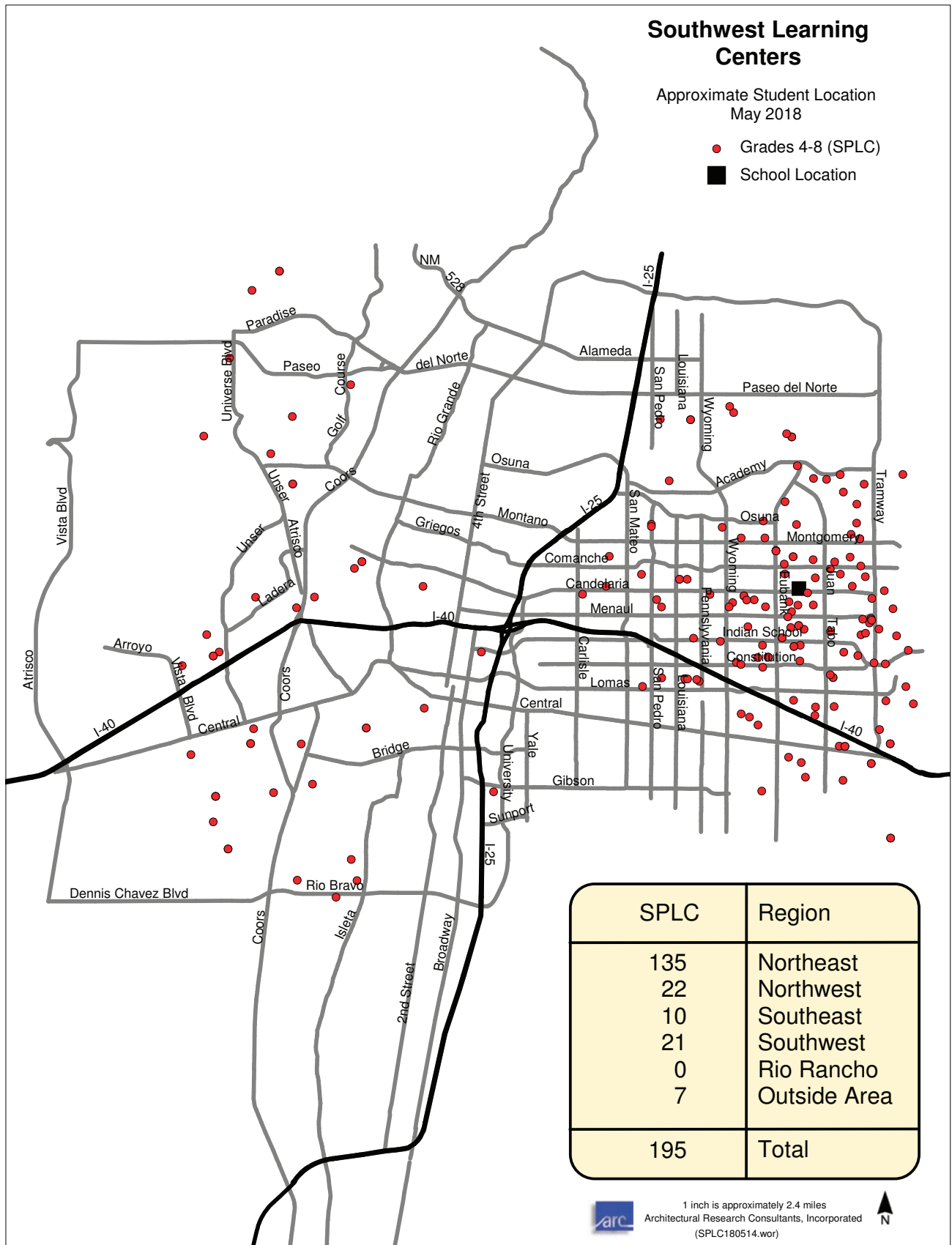
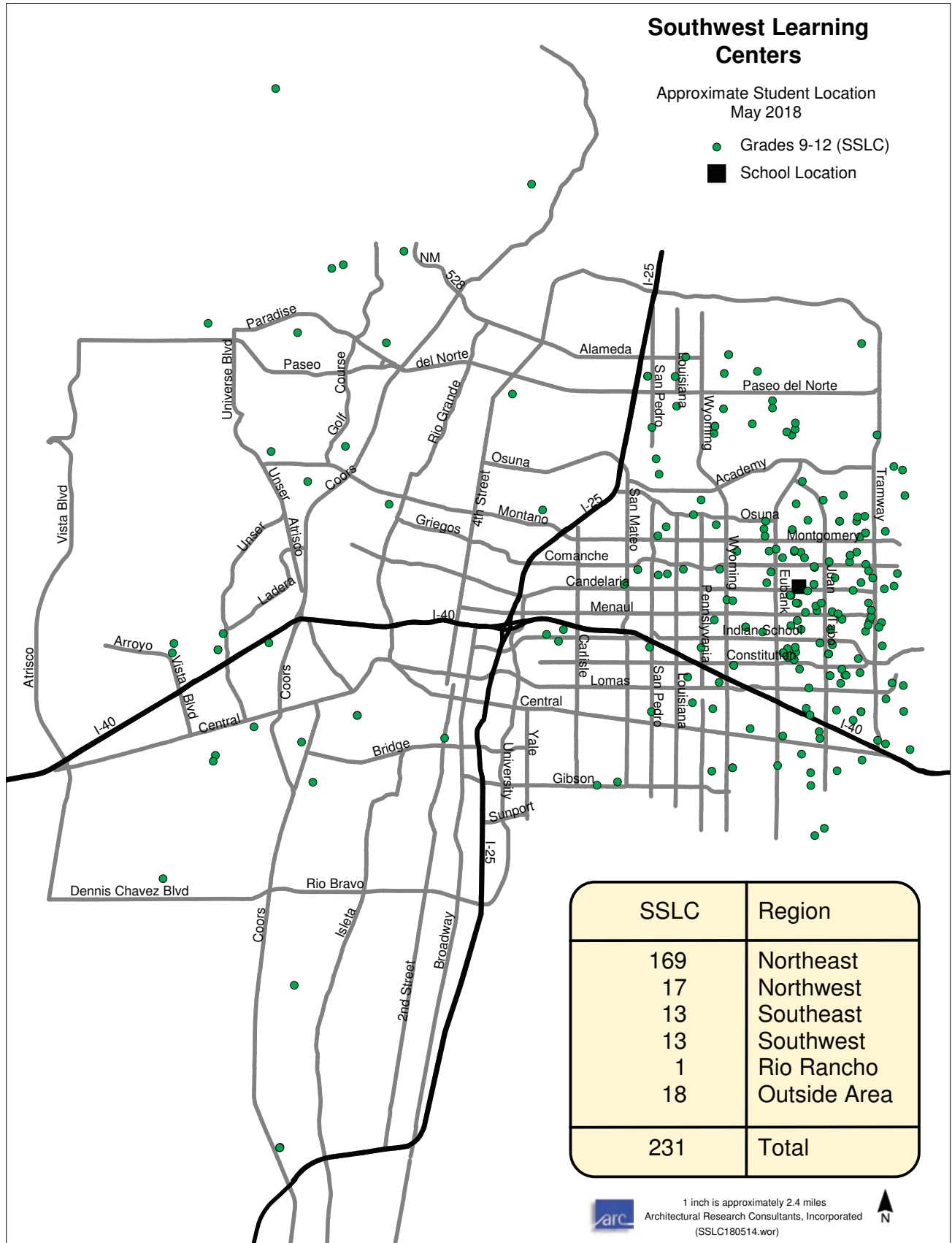


Exhibit 2-7
SSLC Student Locations



2.2.2 Classroom Loading Policy

SPLC’s goal is to maintain its enrollment through PTRs at ideal levels.

SSLC’s classroom loading capacity is based on the number of computers available, balanced with the staff available to assist as needed.

Exhibit 2-8 PTR Loading

Grade Level	Classroom Capacity	Charter Maximum PTR
4th grade (1 class)	32	24
5th grade (1 class)	28	25
6th grade (2 classes)	28/32	28
7th/8th grade (2 classes)	1	28

2.2.3 Classroom Needs

Please see the detailed classroom needs analysis in Section 5.

SPLC needs eight classrooms for its preferred enrollment; it currently uses seven classrooms. If enrollment were optimized, it could possibly need three additional classrooms.

SSLC has no formal classrooms. It would need four classrooms to house its preferred

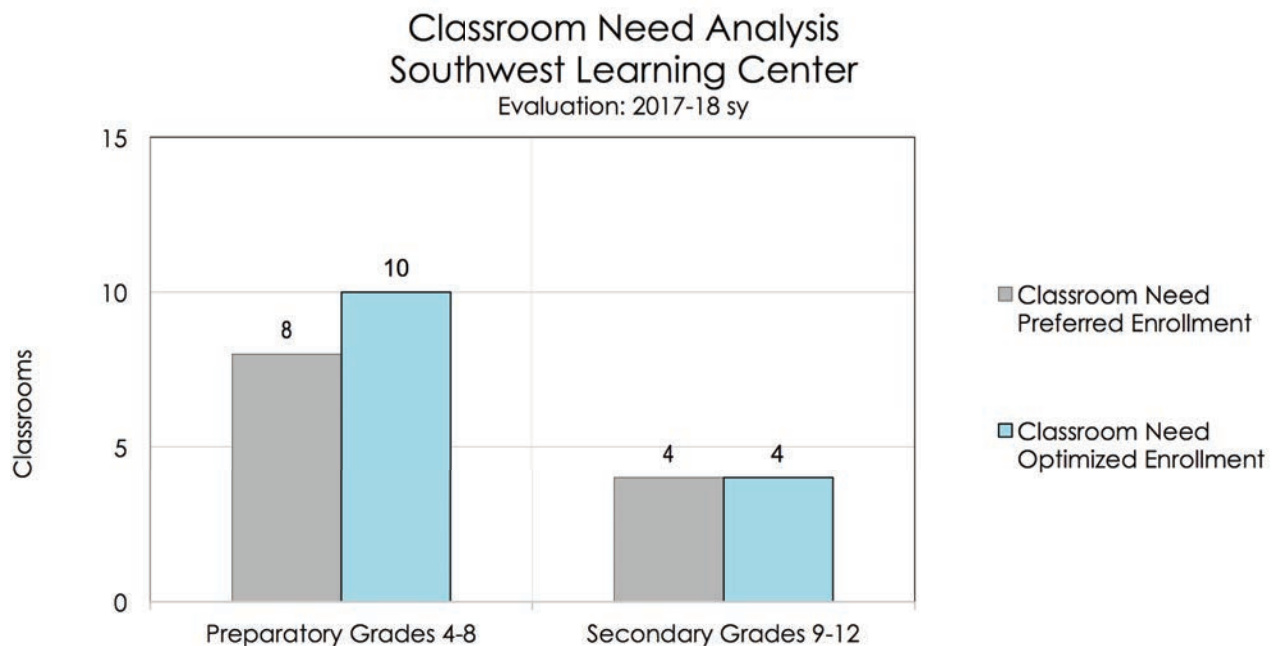
enrollment and for break out classes. It would require four to eight additional classrooms to meet the need.

The schools can share classrooms.

See Section 3. Educational Specifications for specialized classroom spaces and possible locations with probable costs.

The exhibit below shows classroom need.

Exhibit 2-9 Classroom Need



2.3 Site and Facilities

2.3.1 Site and Location

SPLC and SSLC share facilities at 10301 Candelaria Road NE, Albuquerque NM 87111 in the northeast heights area. The site is bounded by Candelaria Road NE and Morris Street NE, and residential properties to the west and north. The site is 4.3 acres and includes a single building, a portable classroom, two parking areas, a grass playing field, a small, shaded playground structure, a shade structure and other landscaped areas. A single bus provides transportation from the west side of Albuquerque. Most students are transported by their parents. The older high school students usually provide their own transportation.

Exhibit 2-10 Vicinity Map

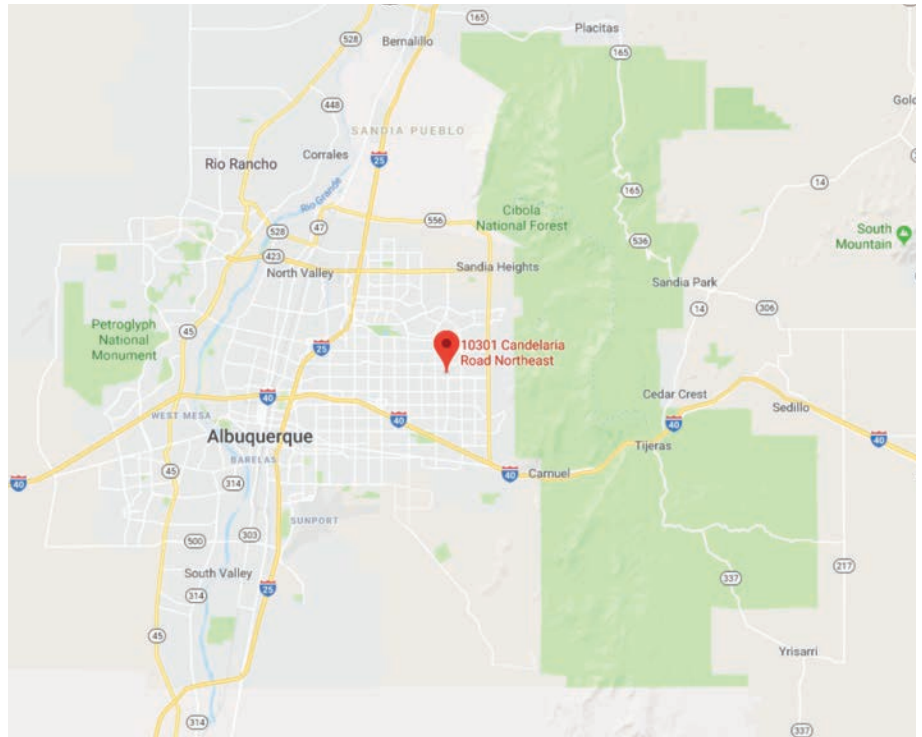


Exhibit 2-11 Aerial View of the SWLC Campus



2.3.2 Facility Condition Assessment

A detailed facility evaluation took place on May 8, 2018. The evaluator scored the facilities with respect to condition and the New Mexico School Facility Adequacy Standards. The evaluation score is a composite that takes into account the physical condition and functional adequacy of the site and facility.

The facilities scored 86.3%, or the equivalent of a "B," indicating they are in satisfactory condition. However, upgrades and some capital investment will be necessary to keep the schools in satisfactory condition.

Section 5 of this report contains the summary report and detailed capital improvement projects.

PSFA last assessed the building in 2016. ARC submitted FAD update recommendations to PSFA. They are included in Section 5 of this report.

The schools ranked 591 (SPLC) and 595 (SSLC) according to PSFA's current 2018-2019 Final Ranking Report and New Mexico Condition Index (NMCI) values for district school facilities. Schools are listed starting from those with the greatest need (lowest ranking number) according to the state system. PSCOC currently funds capital projects for schools ranked in the top 200 and systems based projects for the top 400 schools.

The schools have not funded any major renovations or additions since opening.

The total cost of recommended projects for the next 15 years is \$6,807,430, not including possible additions.

Health and safety projects totaled \$178,662; ADA projects total \$753,489 and facility renewal projects total \$5,874,930.

Priority 1 projects, recommended for funding within the next year:

- Roof parapet caps
- Roof safety upgrades
- An entrance vestibule
- ADA signage
- Security upgrades to include a PA system, upgrading cameras and the intrusion alarm system

Priority 2 projects, recommended for completion in two to three years:

- Playground fall area refurbishment
- Shade structure repairs
- ADA student restroom renovations
- Electrical upgrades

Priority 3 projects, recommended for completion in four to five years:

- Grass field refurbishment
- Outdoor basketball court upgrades
- Gym acoustical treatments
- Staff restroom renovation

Priority 4 projects, recommended for completion in six to ten years:

- Parking lot improvements
- HVAC replacement
- Possible classroom addition

Priority 5 projects, recommended for completion in 11 to 15 years:

- Roof insulation and replacement

2.4 Utilization and Capacity of Existing Facilities

Existing Utilization

PSCOC/PSFA analyzes utilization using two approaches, described in the table below. PSCOC/PSFA recommends a target utilization of about 80% to 85% for middle and high schools. (Refer to the Appendix for utilization spreadsheets.)

Exhibit 2-12 Utilization Approaches

	Utilization Method	SPLC %
1	Amount of time instructional space is occupied vs. the amount of time it is available to be occupied	70%
2	Number of seats filled in classes vs. the number of available seats	91%

	Utilization Method	SSLC %
1	Amount of time instructional space is occupied vs. the amount of time it is available to be occupied	70%
2	Number of seats filled in classes vs. the number of available seats	91%

*Note: The percentages are not erroneous. Although the base numbers differ, the final utilization percentages are the same.

Existing Capacity

The functional capacity of existing instructional spaces in SPLC and SSLC is about 589 students, which is above the total 2018/19 enrollment of 435 students.

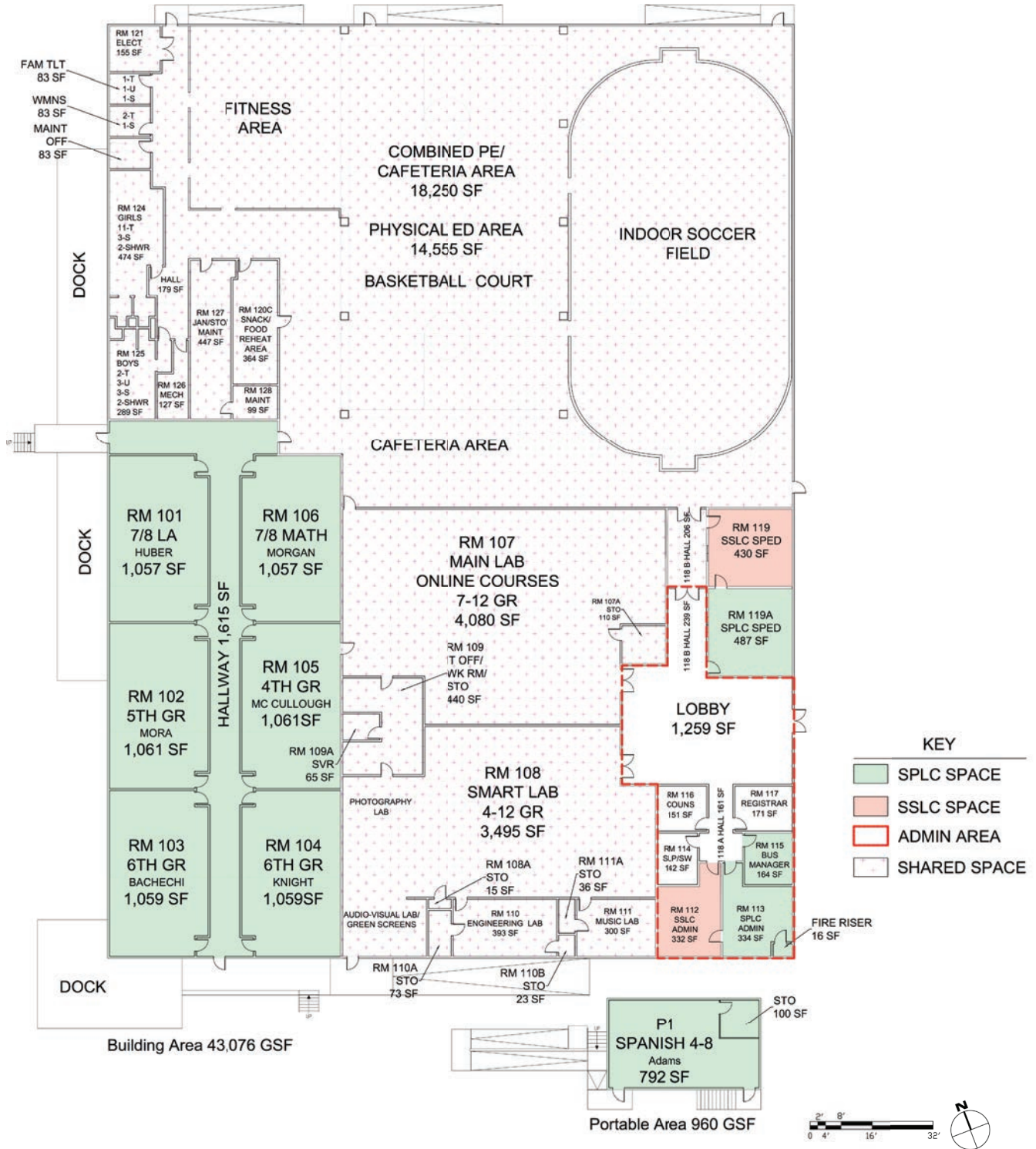
Because these schools focus on computer-based learning, the functional capacity is derived the number of shared computer lab stations, which is 589. All classes can be loaded only to the computer lab capacities.

Exhibit 2-13 on the following page illustrates the shared facilities between the two schools.

Main Computer Lab



Exhibit 2-13
Shared Spaces



2.5 Facility Maintenance

2.5.1 Maintenance Projects

The evaluator incorporated all major maintenance projects into the facility condition assessment and capital improvement projects (CIPs). No minor maintenance projects are anticipated to become capital project.

Approximately 12% of the schools' budgets, or \$560,000, goes toward operations and maintenance of the building. National standards for building maintenance recommend approximately \$3.50 per square foot to maintain a building in its current condition. The cost for this building is approximately \$150,800 per annum for maintenance and does not include operational expenses such as utilities and insurance.

Since the facility is leased, the landlord should be responsible for core maintenance, such as upkeep of roofs and HVAC units, the building envelope, etc. The schools are responsible for tenant improvements such as finishes, interior upgrades and school adequacy requirements, or as agreed upon in the leasing contract.

If SWLC purchases the building, it will be responsible for all maintenance, capital improvement projects and upgrades.

The schools do not have an energy management plan.

See Exhibits 4-2 and 4-3 for SPLC and SSLC expenditures under the Capital Plan in Section 4.

3. PROPOSED FACILITY REQUIREMENTS (ED SPECS)

3.1 Facility Goals and Concepts

3.1.1 Goals

1. Support the schools' missions:
 - Encourage independent, self-motivated learning.
 - Incorporate a variety of instructional methods, including small and larger group instruction, individualization, hands-on activities, field trips and project based learning.
 - Meet the students' academic needs by emphasizing the four core content areas, and develop reading, writing, mathematical, technological and problem-solving skills necessary for success in post secondary education and personal career choices.
 - Incorporate computer-based instructional methods with hands-on, project-based learning and physical education activities.
 - Exceed state standards as measured by individual student growth on the New Mexico criterion-referenced test.
2. Locate the schools in a publicly owned facility.
3. Maximize the efficient use of shared space between SPLC and SSLC.

3.1.2 Concepts

Site Requirements

- Provide adequate space on site for maintaining current site activities.
- Locate facilities near other public assets such as libraries, parks and higher education facilities.
- Provide adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student

transportation, and usable and safe outdoor play and dining areas.

- Provide a secure building entrance that can be secured from the remainder of the school.

PSFA requirements prescribe adequate parking for staff and a minimum of 25% of high school students, per session. The schools must have a hard surface playing area and a playground for the younger students.

Space Requirements

SPLC space requirements and SSLC space requirements combined create a school with larger spaces than a traditional school setting.

Based on PSFA's Adequacy Planning Guide, the following is a comparison of the space that the schools use to support their programs versus state recommendations. Because SWLC is a combined school, the more stringent requirements are used.

The building efficiency is excellent, with an 18% tare instead of the standard 30%. The computer labs account for the majority of space used by the students. PE space is generous both inside and outside.

Exhibit 3-1 Space Summary

Spaces Provided	SWLC	Traditional HS (561 Students)
TARE	8,139	10,842
Admin & Staff	1,573	800
Physical Education	14,555	6,500
Computer Labs	7,575	2,244
Lab Storage	257	200
SPED	917	900
Classrooms Grades 4-5	2,122	1,568
Classroom Grades 6-8	4,232	3,528
Classroom Grades 9-12	0	6,150
Cafeteria	4,059	3,157
General Storage	547	250
Total GSF	43,076	36,139

Space Configuration

The space available within this leased facility is excellent, but the configuration is poor. Travel from places within the building usually requires transversing other spaces. For instance, to reach the restroom, students and staff must walk through the cafeteria area, since support spaces are not centralized.

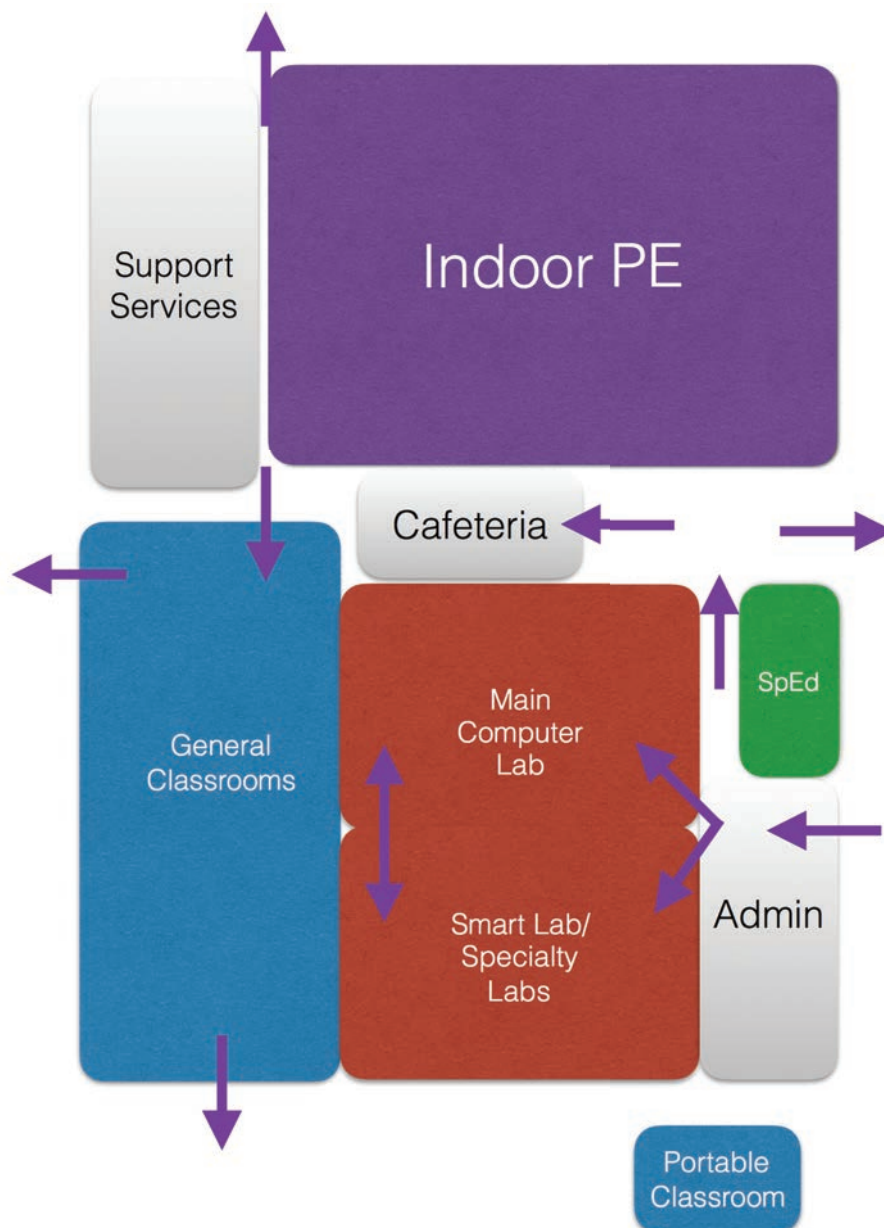
Exhibits 3-2 and 3-3 illustrate the current space relationship and the ideal space relationship.

SWLC has adequate space for its current usage, but lacks break out spaces for high school students who need specialized instruction.

SWLC is currently reviewing other possible school sites, or purchasing their current facility with the possibility of adding additional classroom space.

A more ideal space relationship could accommodate a smaller indoor PE space, centralize services, separate the younger

Exhibit 3-2
Current Space Relationship



and older students, and provide break out spaces for the high school students.

Addition

If SWLC keeps its current facility, a four-to eight-classroom addition is desirable as it grows to its full capacity of students. It would need break out and specialized classrooms; the portable could be used for ancillary services or removed.

Exhibits 3-4 through 3-8 illustrate possible placement of an addition. The estimated cost for an addition ranges from about \$2 to \$4 million, depending on the size and

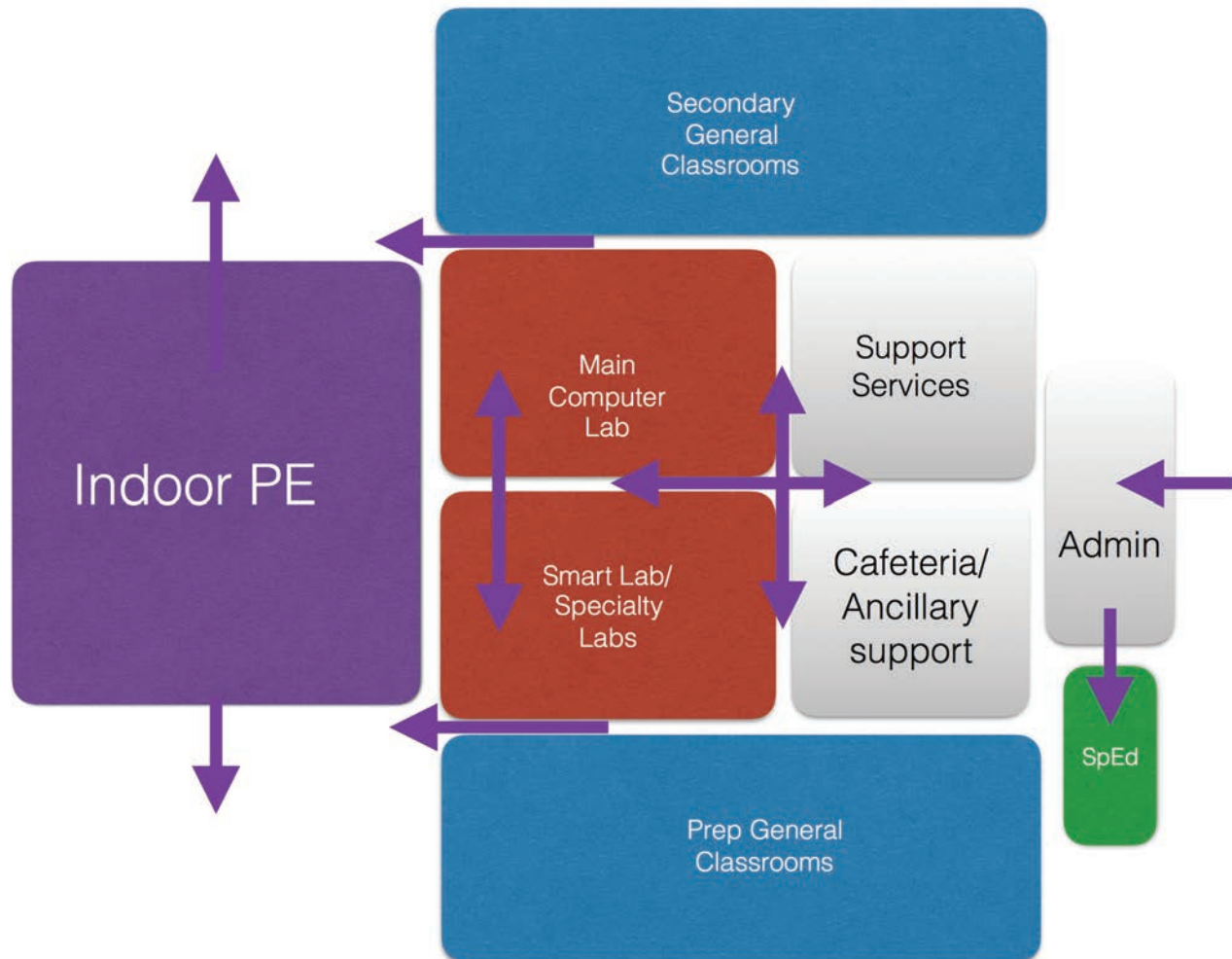
location within the current site. Section 5 contains detailed descriptions and costs (see capital improvement projects).

Site requirements for an addition would require maintaining a fire lane on the west side, possible dock modifications or grass field modifications to re-locate the playground, shade structure and hard surface play area.

Building Purchase

The building is in a good location for the majority of the students, and in a stable neighborhood. It has good access from the adjacent streets. However, purchase

Exhibit 3-3
Ideal Space Relationship



of the current facility should be carefully considered, as the building is more than 50 years old. The HVAC systems are at about 75% of life expectancy, and the electrical service is past its life expectancy and at its maximum capacity. The building lacks a security vestibule at the main entrance, and the restrooms do not meet current ADA requirements. Per the 2010 ADA Standards, all public buildings should meet the minimum requirements for ADA accessibility. All these projects are costly and will require capital dollars within the next 15 years.

Alternative Methods

SPLC and SSLC will continue to deliver the following programs through alternative methods:

- Media center: the student have unlimited access to online media resources and use of neighborhood libraries
- Student health services: a contract nurse visits the facility every semester to conduct testing
- Ancillary services: SWLC holds contracts with service professions for occupational therapy, physical therapy and speech language pathology. Services are conducted in vacant offices or off site.
- Food service: students bring lunch from home and heat food in microwave ovens available at the facility. They eat lunch on site in the cafeteria area or outside at provided picnic tables.

Technology

A current technology plan is not available, but SWLC plans to upgrade software and hardware. It is an E-rate school.

In the summer of 2018, the school upgraded teacher software and replaced all desktop computers.

Planned improvements include:

- Replace the current telephone system with a VOIP telephone system
- Create a support lab for SpEd

- Upgrade the building's bandwidth from 125mb to 300mb
- Replace Chromebook tablets with laptop computers (about 210)
- Improve the back-up systems

Smart Lab Monitor

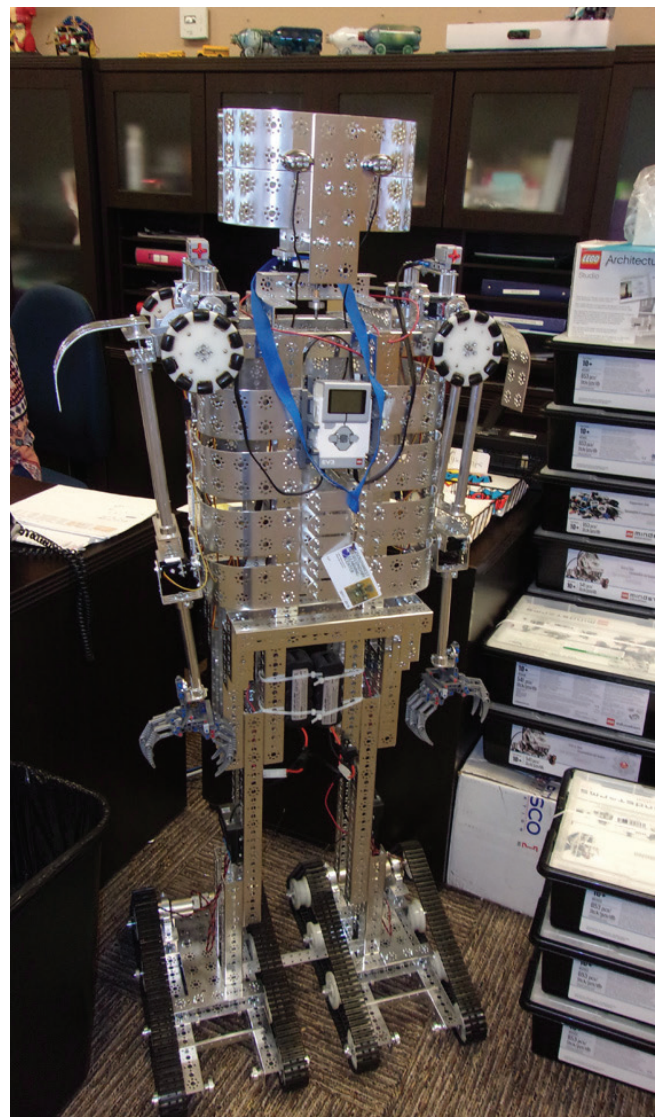


Exhibit 3-4 Possible Addition Locations - Storage and Classroom Addition

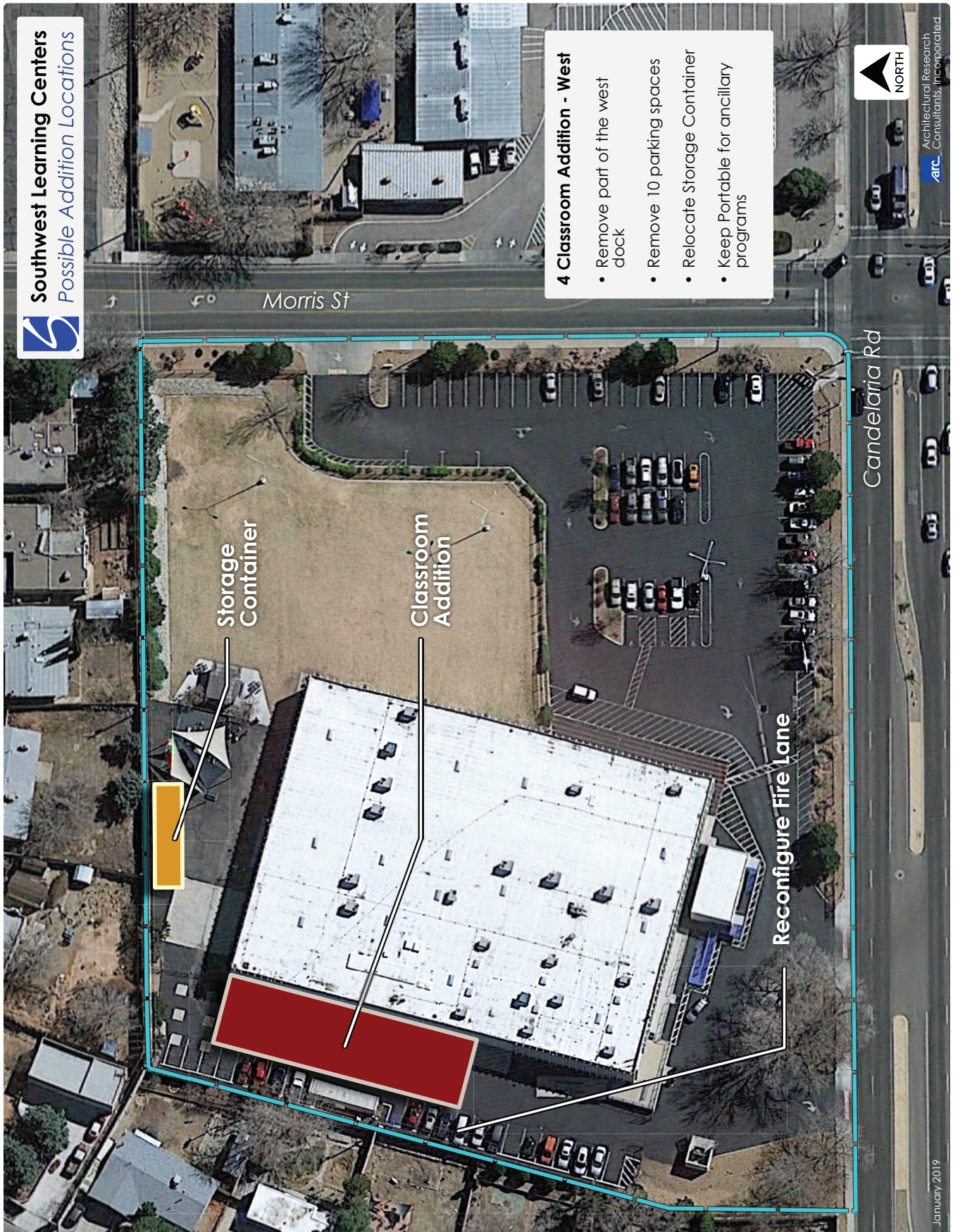
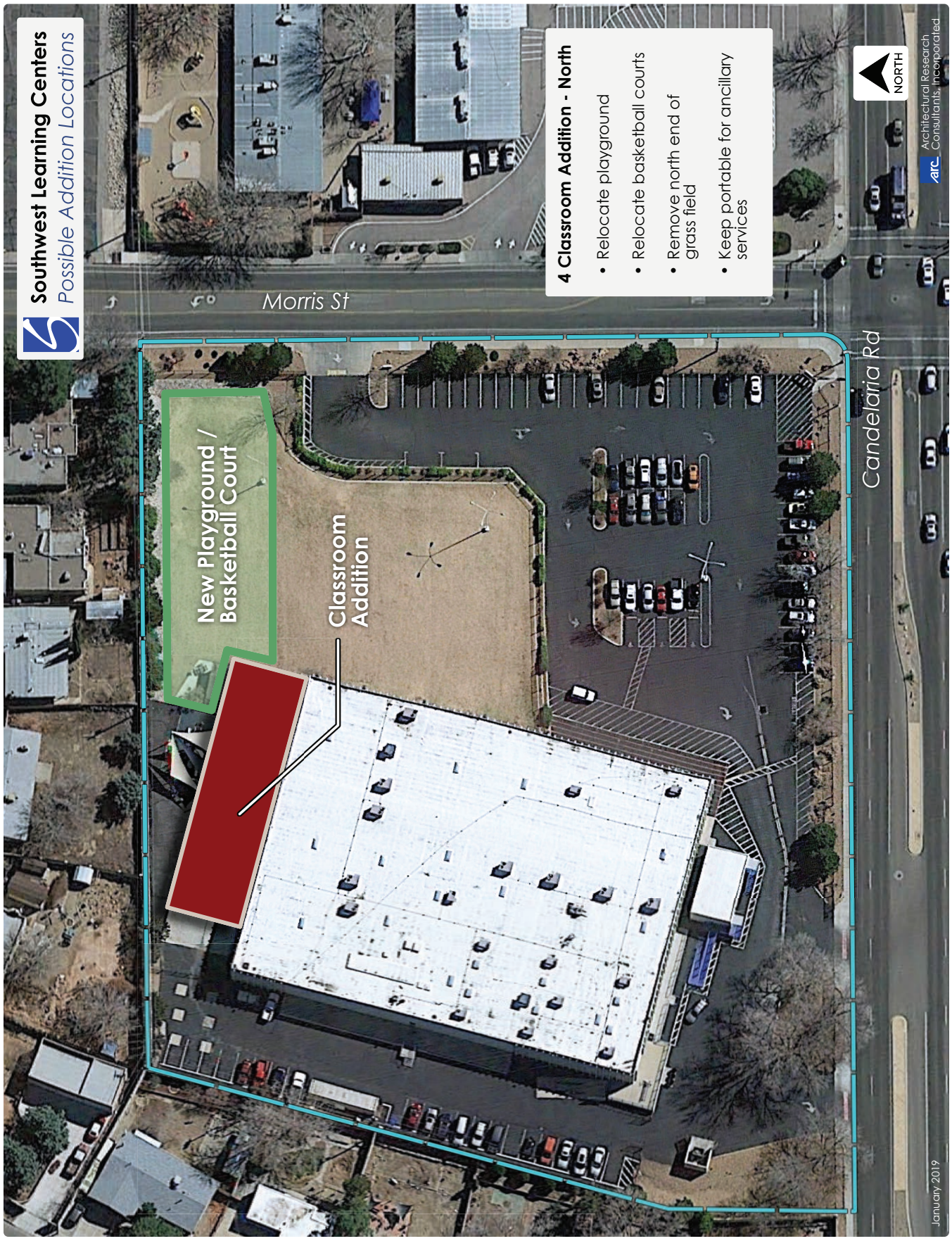


Exhibit 3-5 Possible Addition Locations - Playground/Basketball Court and Classroom Addition



Southwest Learning Centers
Possible Addition Locations

- 4 Classroom Addition - North**
- Relocate playground
 - Relocate basketball courts
 - Remove north end of grass field
 - Keep portable for ancillary services



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Exhibit 3-6 Possible Addition Locations - Storage, Classroom Addition and Fire Lane

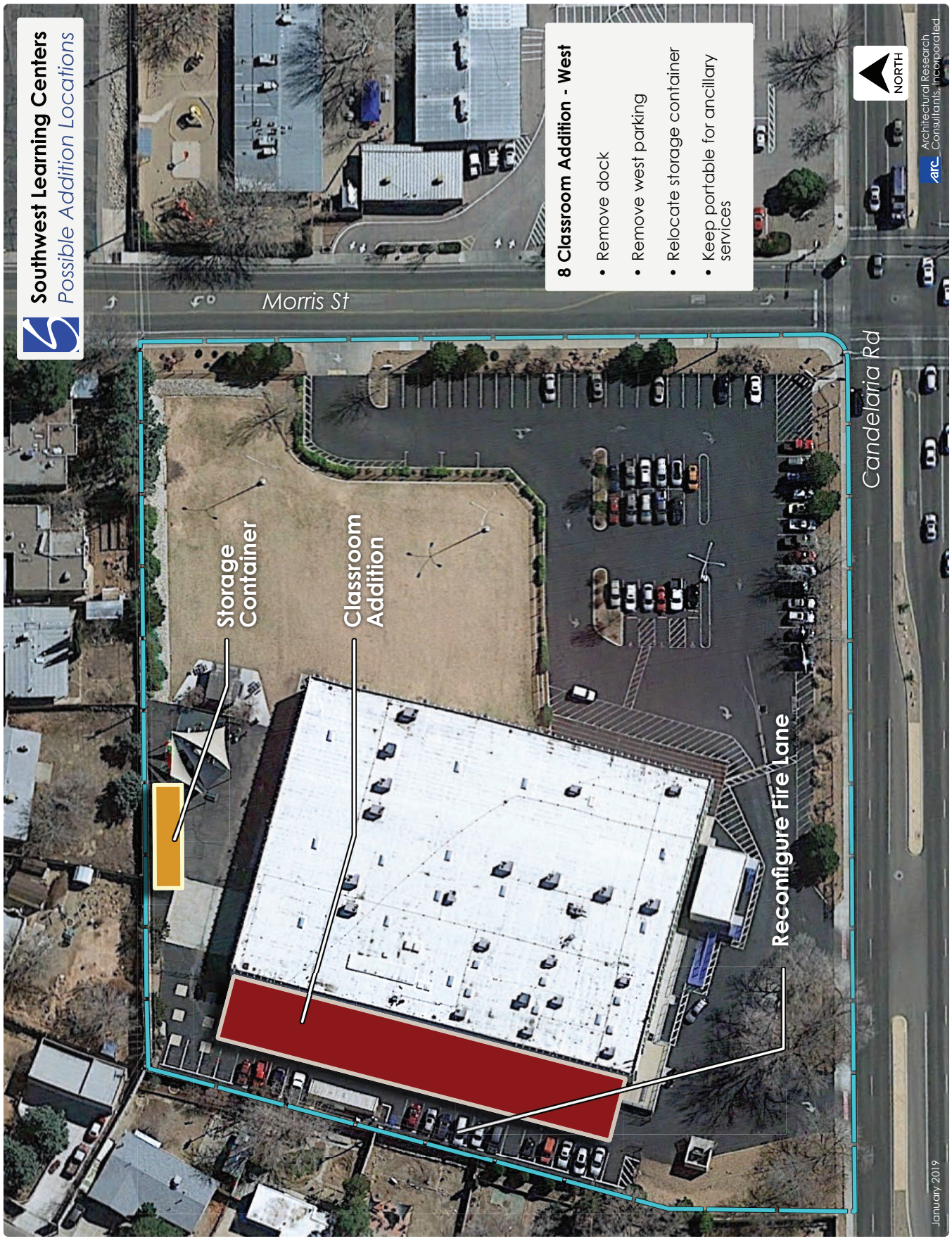
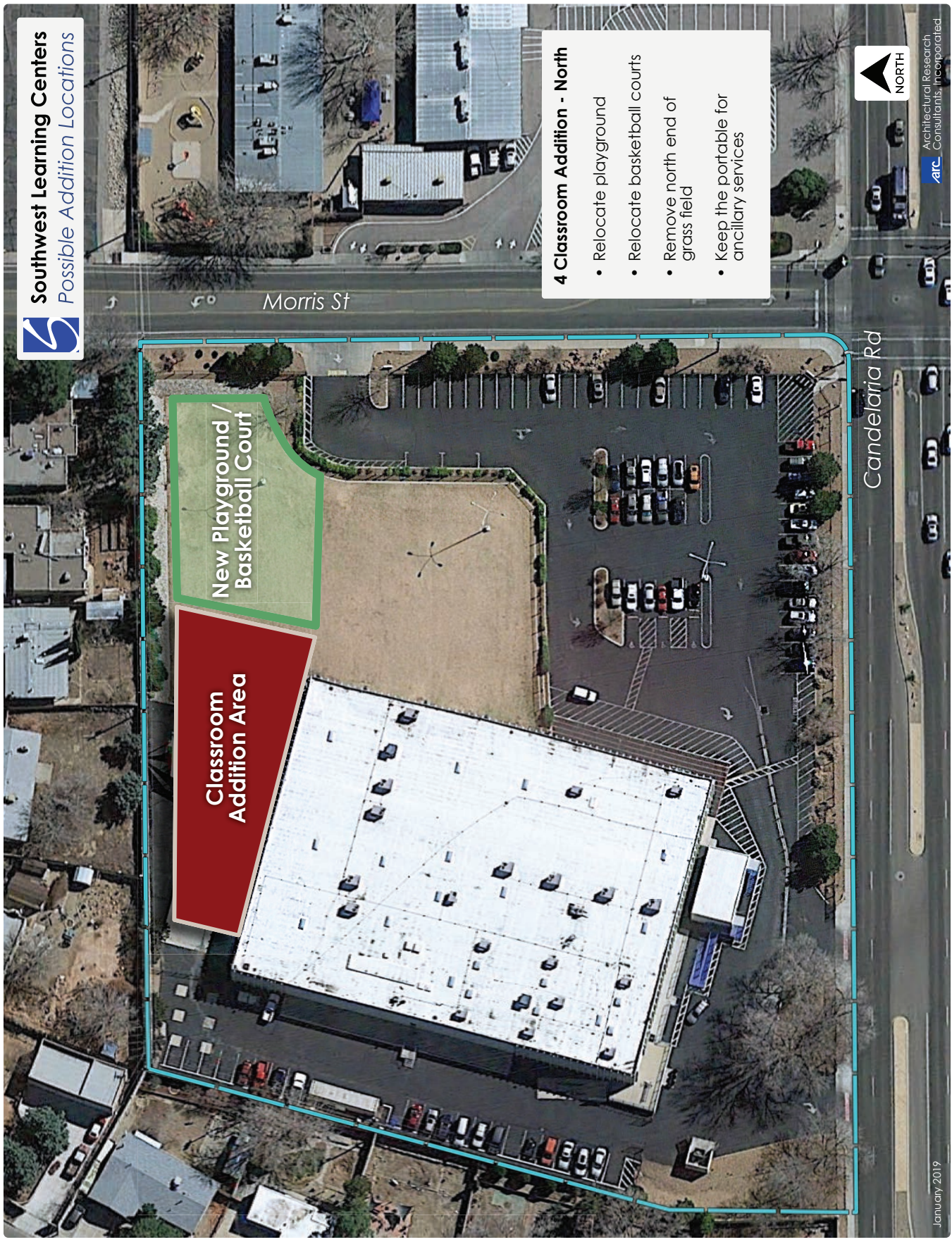


Exhibit 3-7 Possible Addition Locations - Playground/Basketball Court and Classroom Addition



Southwest Learning Centers
Possible Addition Locations

- 4 Classroom Addition - North**
- Relocate playground
 - Relocate basketball courts
 - Remove north end of grass field
 - Keep the portable for ancillary services



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Exhibit 3-8 Possible Addition Locations - South Addition Region, Exit and Drainage Pond



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4. CAPITAL PLAN

4.1 Capital Funding

Historic and Current Funding

From 2005 to 2010, SWLC was awarded a total of \$2,826,000 in direct legislative appropriation for items such as computer and networking equipment, infrastructure, furniture and play equipment. No additional legislative funding has been granted.

The sources below provide current capital funding.

Exhibit 4-1 2019-2020 Capital Funding

Capital Funding Projection (2019/20)	
PSCOC Lease Assistance (both schools combined)	\$ 453,630
SB-9	\$ 23,100
HB-33	\$ 1,170,000
Total	\$ 1,646,730

SWLC is saving HB-33 funds and excess leasing funds for future purchase of the building. The estimated purchase price of the building and associated land is \$6,000,000.

The building lease is for \$270,600 per year, and SWLC currently receives lease assistance from the State of about \$1,000 per year per student. SPLC/SSLC are saving approximately \$183,000 annually. Note that if SWLC

purchases the facility, then state lease assistance will cease and PSCOC does not have a mortgage assistance program.

Future Funding

The list below summarizes SWLC’s potential capital funding sources.

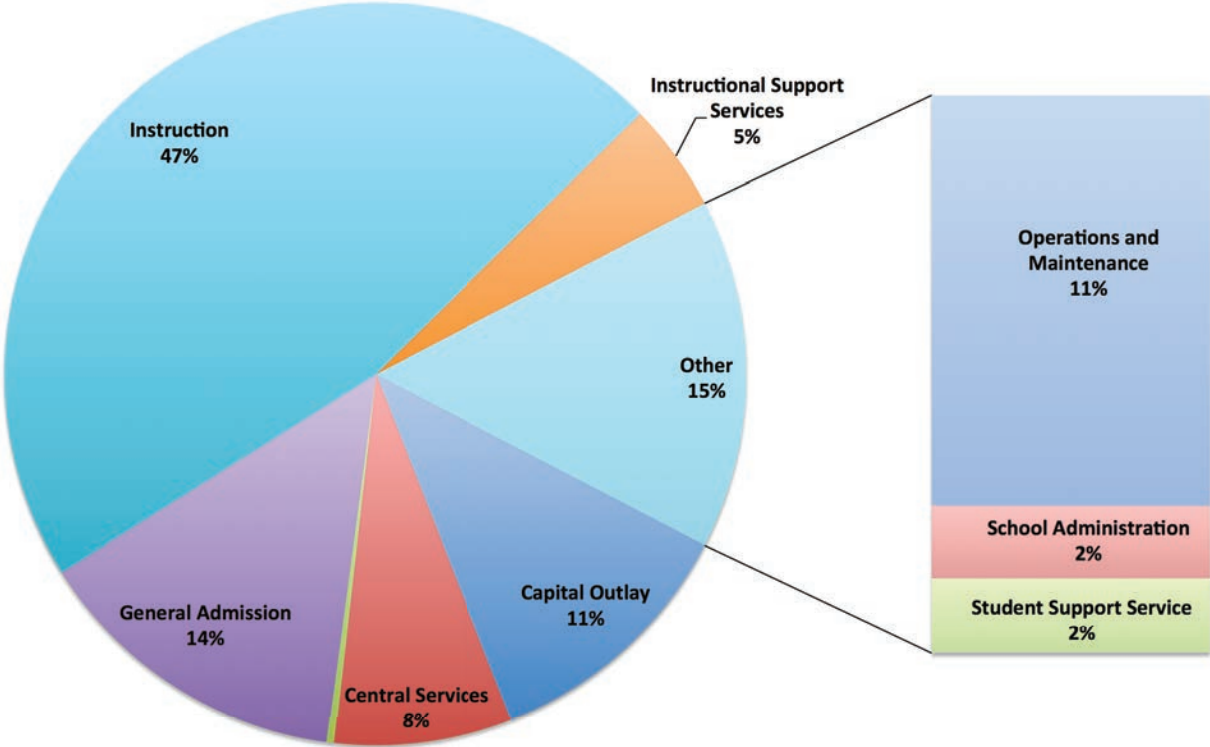
- **PSCOC Lease Assistance Program:** Based on student full-time equivalent enrollment (per student membership, or MEM), the State allocates funding to SWLC for lease payments.
- **The Public School Capital Improvement Act, also known as SB-9 Mill Levy Funds:** Revenue from the APS SB-9 mill levy is distributed on a per MEM rate.
- **The Public School Buildings Act, also known as HB-33 Funds:** Revenue from the APS HB-33 referendum is distributed on a per MEM rate.
- **PSCOC Awards:** The State ranks public school buildings according to facility conditions, and prioritizes funding for facilities at the top of the list. SPLC/SSLC rank 591 and 595 out of approximately 800 (lower ranking indicates greater assessed need). A state capital outlay award is unlikely at this time, but as systems like the HVAC units age, a systems-based award is possible.
- **State Legislative Appropriation**
- **NMDOT Funding:** For paving and safe routes to school
- **Public-Private Partnerships, Fundraising, Donations**

Approximately 12% of the SPLC/SSLC budgets goes toward operations and maintenance projects. See Exhibits 4-2 and 4-3.



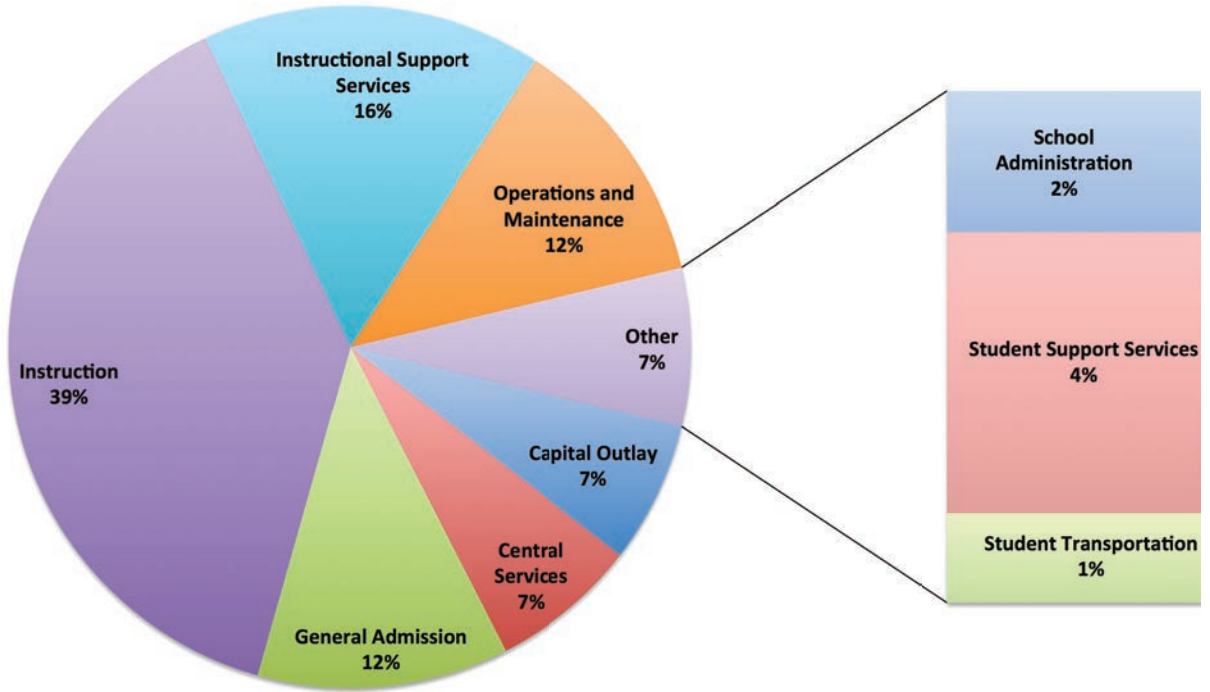
Lobby

Exhibit 4-2 SPLC Expenditures



SW Preparatory Expenditures per PED 2017/2018

Exhibit 4-3 SSLC Expenditures



SW Secondary Expenditures per PED 2017/2018

4.2 Capital Needs

At this time, the schools are considering the purchase of the occupied facility. The asking price is approximately \$6,000,000. SWLC is carefully saving money for purchase, but is also weighing the cost of purchase versus the recommended capital improvement projects for the next 5 to 15 years.

Currently, the schools are negotiating with the owner to fund and repair some building envelope projects (e.g., roof and HVAC equipment repairs) per the lease agreement.

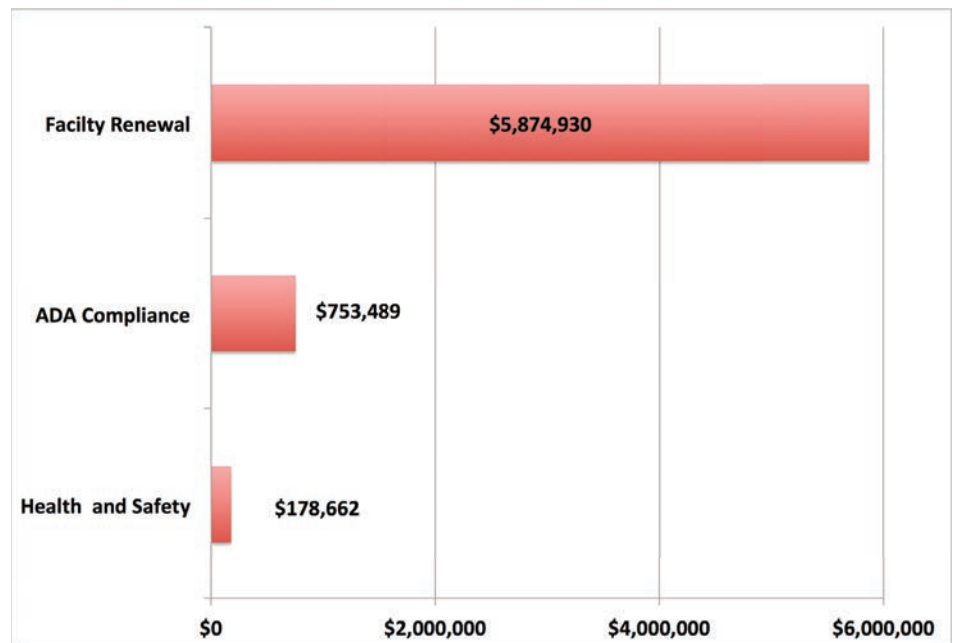
Total capital needs are an estimated \$6,807,081, not including funding for additions.

Exhibit 4-4 shows the type of capital projects recommended. Please see Section 5 for fully detailed capital improvement project (CIP) reports.

4.3 Capital Funding Strategy

Monies are available for priority 1 items. If SWLC continues to lease the building, then it could use the saved monies to fund Priority 2 and 3 projects.

Exhibit 4-4
CIP Project Types



See Exhibit 4-5 for a detailed list of projects and priorities.

SWLC could receive additional funding through direct legislative appropriation.

Preventive maintenance funding is a mix of landlord and tenant requirements.

4.4 Capital Plan Review

The Capital Plan is subject to review and revision, depending on the purchase and negotiations with the landlord, the construction climate, local and state economic conditions, and future charter school educational policies and requirements. The schools may modify the recommended project priorities to bundle similar projects to generate savings or respond to unforeseen material availability or costs, etc.

The schools may remove projects or realize savings in project implementation.

There is no guarantee that SWLC will generate the planned revenues. The schools will revisit funding strategies as conditions require.

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Exhibit 4-5 SPLC and SSLC Capital Investment Projects Table

Southwest Learning Centers - Preparatory and Secondary Schools

01/15/19

Project Number	Project Code	Project Name	Sub-Project Name	NMCJ Rank 2018-19	Total Cost	Funding Tier					Capital Funding			
						Priority 1 (year 1)	Priority 2 (2-3 years)	Priority 3 (4-5 years)	Priority 4 (6-10 years)	Future (11-15 years)	HB33	Total Funded CIP	SWLC Share (100%)	Potential PSCOC Share (10%)
001		Dulce Elementary School		591/595	\$8,608,410	\$165,011	\$4,305,986	\$342,529	\$1,977,188	\$1,817,696	\$0	\$0	\$6,631,222	\$0
1	001. 2001. 001. 004. 006. E03. 3.	Parking Lot Improvements	Fill cracks		\$2,764			\$2,764					\$2,764	\$0
2	001. 2001. 002. 004. 006. E03. 3.	Parking Lot Improvements	Seal coat parking lots		\$32,130			\$32,130					\$32,130	\$0
3	001. 2001. 003. 004. 006. E03. 3.	Parking Lot Improvements	Re-stripe, adj for walkways and directional arrows		\$2,726			\$2,726					\$2,726	\$0
4	001. 2002. 001. 004. 006. E02. 3.	Grass Field Refurbishment	Prep and re-seed turf field		\$25,347			\$25,347					\$25,347	\$0
5	001. 2003. 001. 004. 006. E02. 3.	Catch Basin Refurbishment	Regrade catch basin		\$1,116			\$1,116					\$1,116	\$0
6	001. 2003. 002. 004. 006. E02. 3.	Catch Basin Refurbishment	Install rip-rap, adj for existing conditions		\$20,974			\$20,974					\$20,974	\$0
7	001. 2004. 001. 004. 006. E06. 2.	Playground Fall Area Refurbishment	Replace rubber fall mats		\$12,959		\$12,959						\$12,959	\$0
8	001. 2005. 001. 004. 006. E09. 2.	Shade Structure Repairs	Replace damaged slats		\$1,275		\$1,275						\$1,275	\$0
9	001. 2006. 001. 004. 006. E06. 3.	Outdoor Basketball Court Upgrade	Paint half court play lines		\$893			\$893					\$893	\$0
10	001. 2007. 001. 004. 005. D02. 3.	Exterior Painting	Paint exterior of school, adj for concrete ribs		\$43,376			\$43,376					\$43,376	\$0
11	001. 2008. 001. 004. 005. D04. 1.	Roof Parapets	Install parapet caps, adj for T-ribs		\$7,630	\$7,630							\$7,630	\$0
12	001. 2009. 001. 003. 005. D04. 1.	Roofing Upgrades	Replace damaged and missing roof drain cages		\$295	\$295							\$295	\$0
13	001. 2009. 002. 003. 005. D04. 1.	Roofing Upgrades	Install roof ladders		\$2,680	\$2,680							\$2,680	\$0
14	001. 2009. 003. 003. 005. D04. 1.	Roofing Upgrades	Install safety post		\$335	\$335							\$335	\$0
15	001. 2010. 001. 004. 014. A02. 1.	Structural Engineering Study	Commission an engineering study		\$5,378	\$5,378							\$5,378	\$0
16	001. 2011. 001. 004. 005. C01. 3.	PE Interior Refurbishments	PE area refurbishment		\$117,093			\$117,093					\$117,093	\$0
17	001. 2012. 001. 004. 005. C01. 1.	PE Area Acoustical Upgrades	Install acoustical treatments		\$48,843	\$48,843							\$48,843	\$0
18	001. 2013. 001. 003. 004. C03. 2.	Entrance Vestibule	Construct a vestibule, adj for existing structure		\$84,419		\$84,419						\$84,419	\$0
19	001. 2014. 001. 008. 005. B03. 1.	ADA Signage	Install accessible entrance/exit signs		\$1,996	\$1,996							\$1,996	\$0
20	001. 2014. 002. 008. 005. B03. 1.	ADA Signage	Install room signs		\$6,115	\$6,115							\$6,115	\$0
21	001. 2014. 003. 008. 005. B03. 1.	ADA Signage	Install building directory		\$807	\$807							\$807	\$0
22	001. 2015. 001. 008. 004. B03. 2.	ADA Restroom Renovations	Renovate restrooms, adj for pipe replacement		\$680,988		\$680,988						\$680,988	\$0
23	001. 2016. 001. 003. 005. A05. 1.	PA System	Install a PA system		\$31,115	\$31,115							\$31,115	\$0
24	001. 2017. 001. 003. 005. A05. 1.	Security Upgrades	Upgrade intrusion alarm system		\$21,226	\$21,226							\$21,226	\$0
25	001. 2017. 002. 003. 005. A05. 1.	Security Upgrades	Upgrade base camera system		\$21,449	\$21,449							\$21,449	\$0
26	001. 2017. 003. 003. 005. A05. 1.	Security Upgrades	Replace cameras		\$17,144	\$17,144							\$17,144	\$0
27	001. 2018. 001. 004. 004. C01. 2.	Janitorial/Maintenance Room Renovation	Renovate jan/maint area		\$73,198		\$73,198						\$73,198	\$0
28	001. 2019. 001. 004. 004. A03.2. 2.	Secondary Electrical Service Upgrade	Upgrade secondary electrical service		\$1,270,588		\$1,270,588						\$1,270,588	\$0
29	001. 2020. 001. 004. 005. A03.2. 2.	Primary Electrical Service Upgrade	Upgrade primary electrical service		\$317,647		\$317,647						\$317,647	\$0
30	001. 2021. 001. 004. 004. C09. 3.	Staff Restroom Renovation	Renovate office into a staff restroom		\$96,112			\$96,112					\$96,112	\$0
31	001. 2022. 001. 004. 008. A03.1. 4.	HVAC Replacement	HVAC unit replacements, adj for existing ductwork		\$1,977,188			\$1,977,188					\$0	\$0
32	001. 2023. 001. 004. 008. D04. 5.	Roofing Replacement	Install insulation		\$149,471					\$149,471			\$149,471	\$0
33	001. 2023. 002. 004. 008. D04. 5.	Roofing Replacement	Replace TPO		\$1,646,377					\$1,646,377			\$1,646,377	\$0
34	001. 2023. 003. 004. 008. D04. 5.	Roofing Replacement	Install walk pads		\$21,848					\$21,848			\$21,848	\$0
35	001. 2024. 001. 004. 002. F02. 2.	Classroom Addition	Build a classroom addition, adj for site conditions		\$1,864,913		\$1,864,913						\$1,864,913	\$0

Total CIP Recommendations	Priority 1	Priority 2	Priority 3	Priority 4	Future	HB33	Total Funded CIP	SWLC	PSCOC	
Totals	\$8,608,410	\$165,011	\$4,305,986	\$342,529	\$1,977,188	\$1,817,696	\$0	\$0	\$8,608,410	\$0

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