

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT
CONSTRUCTION INDUSTRIES DIVISION
GENERAL CONSTRUCTION BUREAU

No 34724

THIS BUILDING HAS BEEN OCCUPIED BEFORE A FINAL INSPECTION HAS BEEN CONDUCTED.
 PERMANENT TEMPORARY, _____ EXPIRATION DATE

~ CERTIFICATE OF OCCUPANCY ~

THE FOLLOWING BUILDING OR PORTION THEREOF HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF
OCCUPANCY GROUP F AS SPECIFIED BY THE NEW MEXICO BUILDING CODE.

4500 SUNDT RD. RIO RANCHO NEW MEXICO
BUILDING ADDRESS

THE ASK ACADEMY PATRICK KELLY
NAME AND ADDRESS OF OWNER

GERVANES WILLIAM ENTERPRISES INC.
NAME(S) OF LICENSED NEW MEXICO CONTRACTOR(S) IF NO LICENSED CONTRACTOR, NAME(S) OF OWNER-BUILDER(S)

20243342731
BUILDING PERMIT NUMBER

ALL
PORTION OF BUILDING

RICARDO VIALPANDO
INSPECTOR'S NAME

9.3.24
DATE

COMMENTS

CITY OF RIO RANCHO, NEW MEXICO

This certifies that the following described property complies with the Commercial/School Zoning District regulations and the requirements for Occupancy Group SU comm Educational as specified in the International Building Code.

Issued To ASK Academy

4500 Sundt rd NE RL 87124 Final
Address Portion of Building

ASK Academy 4550 Sundt rd NE Rio Rancho NM 87024
Name and Address of Owner

CERTIFICATE OF OCCUPANCY

Given this 29th day of July, 20 19

18-8975
Building Permit Number



Raymond R. [Signature]
Municipal Inspector

CITY OF RIO RANCHO, NEW MEXICO

This certifies that the following described property complies with the Commercial Zoning District regulations and the requirements for Occupancy Group "E" as specified in the International Building Code.

Issued To ASK Academy
4550 SUNDT Rd NE Address ALL Portion of Building
Name and Address of Owner

CERTIFICATE OF OCCUPANCY

Given this 11th day of February, 20 16

15-1372
Building Permit Number



Charles Matthews
Municipal Inspector



**STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 DON GASPAR
SANTA FE, NEW MEXICO 87501-2786
Telephone (505) 827-5800
www.ped.state.nm.us**

RYAN STEWART, ED.L.D.
SECRETARY DESIGNATE OF EDUCATION

MICHELLE LUJAN GRISHAM
GOVERNOR

June 12, 2020

Via Email and First Class Mail

Daniel Busse, General Manager
4550 Sundt Rd. NE
Rio Rancho, NM 87124

Re: Lease Purchase Arrangement Approval between the ASK Academy Charter School and the ASK Academy Foundation

Dear Mr. Busse:

The Public Education Department has reviewed the terms of your proposed lease purchase arrangement with the ASK Academy Foundation according to the Public School Lease Purchase Act [Section 22-26A-1 NMSA 1978, *et seq.*]. Based upon our review, the proposed arrangement fulfills requirements of law and the Constitution of New Mexico; specifically, our review has found the proposed agreement:

1. Offers an option to purchase the property for a price reduced according to the lease payments made to the ASK Academy Foundation;
2. Confers no legal obligation to continue the lease from year to year to purchase the real property;
3. Provides the lease shall be terminated if there is insufficient money to meet current lease payments;
and
4. Meets other applicable requirements of law.

We wish you the best of luck with the success of your school and thank you for your commitment to your students.

Lease Purchase Arrangement Approval

June 12, 2020

Page 2 of 2

Sincerely,

DocuSigned by:

7DFDA69D049749D...

Ryan Stewart, Ed.L.D.
Secretary of Education

RS/kf/ao

cc: Adan Delgado, Deputy Secretary, Finance & Operations
Antonio Ortiz, Director, Student Services & Transportation Division
Kevin Force, Attorney, Office of the General Counsel
Alan Brauer, Interim Director, Charter School Division
Susan Fox, Attorney, MATTHEWS FOX, P.C.
Jonathan Chamblin, Director, PSFA

**THE ASK ACADEMY
GOVERNING COUNCIL**

Resolution No. F-07.09.20

RESOLUTION RE: LEASE PURCHASE ARRANGEMENT – FINAL APPROVAL

WHEREAS, The ASK Academy's Governing Council ("Council"), the governing body of The ASK Academy, a public charter school ("School"), met in a special meeting virtually on July 9, 2020, at 6:30 p.m.; notice of the meeting was provided as required by the NMSA 1978, §10-15-1;

WHEREAS, the Council has determined that it is necessary and in the School's best interest to enter into a Lease Purchase Arrangement with The ASK Academy Education Foundation, a New Mexico nonprofit corporation ("Foundation") to acquire the land and improvements located at 4550 Sundt Road NE, Rio Rancho, New Mexico 87124, from the Foundation for the purpose of providing educational space for The ASK Academy;

WHEREAS, the Council developed, negotiated and reviewed a draft Lease Purchase Arrangement that was submitted to the New Mexico Public Education Department ("Department") for approval, pursuant to the requirements of the Department and the terms of the New Mexico Lease Purchase Act, and pursuant to Governing Council Resolution No. F-12.12.19; and

WHEREAS, the Department approved the Lease Purchase Arrangement on June 12, 2020.

NOW, THEREFORE, be it resolved that the Lease Purchase Arrangement attached hereto as Exhibit 1, having been approved by the New Mexico Public Education Department, is hereby approved by the Governing Council, and the President of the Governing Council is hereby authorized by the Council to execute the Lease Purchase Arrangement on behalf of the School.

The motion was duly made, seconded, and 6 voted in favor and 0 against; the motion carried.


President, Governing Council

7/9/20
Date

The undersigned Secretary certifies that s/he is the duly elected Secretary of The ASK Academy's Governing Council and that the above is a true and correct statement of the Resolution that was duly adopted at a meeting of the Council, which was held in accordance with State laws and bylaws of the Governing Council.


Secretary, Governing Council

7/14/20
Date

LEASE AGREEMENT WITH OPTION TO PURCHASE
BUILD TO SUIT BUILDING, LAND AND FIXTURES
Between

THE ASK ACADEMY EDUCATION FOUNDATION
As Lessor

and the

THE ASK ACADEMY
As Lessee

Dated as of July 9, 2020

THIS LEASE AGREEMENT WITH OPTION TO PURCHASE (this "Agreement"), is made this 9 day of July, 2020, between The ASK Academy Education Foundation, a New Mexico non-profit corporation ("Lessor") and The ASK Academy, a New Mexico public charter school ("Lessee").

Recitals

- A. Lessee is a New Mexico state-chartered charter school, authorized to enter into "lease purchase arrangements" under the New Mexico Public School Lease Purchase Act, Sections 22-26A-1 to 22-26A-20 NMSA 1978 (the "Lease Purchase Act").
- B. Under the terms of this Agreement, Lessor shall cause the Improvements, as defined below, to be constructed on the land described in Exhibit "A" hereto (the "Land"); in accordance with the plans and specifications attached as Exhibit "B" hereto.
- C. Lessee has determined that it is necessary, desirable and in the best interest of the Lessee to lease, and subject to certain contingencies, purchase from Lessor the Land and Improvements (collectively the "School Site").
- D. This Agreement, once fully executed, replaces and supersedes the Lease between the Lessor and the Lessee dated February 12, 2015.

Agreement

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

"Agreement" means this Lease Agreement with Option to Purchase.

"Agreement Payment" means any payment due from Lessee to Lessor under this Agreement.

"Capital Outlay Act" means the Public School Capital Outlay Act, Chapter 22, Article 24 NMSA 1978.

"Charter Schools Act" means the Charter Schools Act, Chapter 22, Article 8B NMSA 1978.

"Commencement Date" has the meaning assigned in Section 4.1.

"Department" is the New Mexico Public Education Department.

“Improvements” means the building and other facilities on the School Site.

“Lease Purchase Act” means the Public School Lease Purchase Act, Chapter 22, Article 26A NMSA 1978.

“Lessee Representative” means the President of the Governance Council or other designated person delegated the authority to act on behalf of Lessee under or with respect to this Agreement as evidenced by a document conferring such authority executed by the Lessee’s governing body and delivered to Lessor or Lessor’s Representative.

“Lessor Representative” means the person acting with proper authority to administer and transfer property with respect to this Agreement as evidenced by a document conferring such authority executed by an officer of Lessor, given to Lessee or a Lessee Representative.

“Net Proceeds” means any insurance proceeds or condemnation award paid with respect to the School Site, remaining after payment therefrom of all expenses incurred in the collection thereof.

“Outlay Council” means the New Mexico Public School Capital Outlay Council.

“Option to Purchase” means the right of Lessee to purchase the School Site in accordance with the terms of Article VI.

“PSFA” means the New Mexico Public School Facilities Authority.

“School Site” means the certain parcel of land as described on Exhibit “A” and real property improvements as described in Exhibit B.

“Term” means the term of this Agreement, including any renewal term.

“State Adequacy Standards” means the standards set forth by the Public School Capital Outlay Council in 6.27.30.1 NMAC, *et seq.* or any successor provisions and includes applicable waivers given to charter schools in general or variances granted to the Lessee specifically.

Section 1.2 Exhibits.

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

Exhibit A - Legal Description of Land

Exhibit B - Plans and Specifications for Improvements

Exhibit C – Base Rent payment schedule

Exhibit D – Planned funding sources and Budget to make Base Rent

Exhibit E-Copy of the New Mexico Public Education Department's and Public School Facilities Authority's approval of this Agreement.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a duly formed and validly existing public school, formed and existing under the Charter Schools Act.

(b) State law authorizes Lessee to lease, operate, maintain and purchase the School Site, to enter into this Agreement and the transactions contemplated herein, and to carry out its obligations under this Agreement subject to the limitations and conditions stated and the availability of sufficient appropriations and revenues therefor.

(c) The representatives of Lessee executing this Agreement have been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution of Lessee's governing body or by other appropriate official action.

(d) The Lessee has complied with all open meeting laws applicable to actions of Lessee with respect to this Agreement and acquisition of the School Site, and all other state and federal laws applicable to this Agreement.

(e) Except as otherwise provided under the terms of this Agreement, Lessee will not transfer, lease, assign, mortgage or encumber this Agreement or the School Site.

(f) Lessee will use and occupy the School Site for the primary purpose of a public school and related activities thereto and for such other public purposes as may be lawfully authorized or permitted by the Lessee.

(g) Lessee will conform and comply with all applicable municipal, state and federal ordinances, laws, rules and regulations in using the School Site and will not use or suffer to be used the School Site in any manner which contravenes any applicable municipal, state or federal ordinance, law, rule or regulation, or so as to create any nuisance.

(h) Lessee will use its best efforts to purchase the School Site from Lessor with funds obtained from grant assistance from the Outlay Council or from other available revenue or funding sources at the earliest possible time, but in no event later than thirty (30) years from the date the Agreement is executed.

Section 2.2. Representations, Covenants and Warranties of Lessor.

Lessor represents, covenants and warrants as follows:

(a) Lessor is a non-profit corporation duly organized, existing and in good standing under the laws of the State of New Mexico and has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Agreement; and is possessed of full power to own and hold real and personal property, and to lease the same and has duly authorized the execution and delivery of this Agreement

(b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions

contemplated hereby and thereby, conflicts with or will result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party.

(c) Lessor warrants that it is in good standing pursuant to the terms of any underlying mortgage or obligations affecting the School Site.

(d) To the best of Lessor's knowledge, Lessor has not received any notice that the School Site and/or the present use and condition of the School Site 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.

(e) To the best of Lessor's knowledge, there are no underground storage tanks at the School Site and, to the best of Lessor's knowledge, Lessor has not used the School Site to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Resource Conservation and Recovery Act (42 U.S.C.A. §§6901 *et seq.*) as amended, the comprehensive Environmental Response Compensation and Liability Act (42 U.S.C.A. §§9601 *et seq.*) as amended, or any other related Legal Requirement, and to the best of Lessor's knowledge, Lessor has not caused, and has no knowledge of, the leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any hazardous substances on or off the School Site on adjacent properties.

ARTICLE III AUTHORIZATION OF AGREEMENT

Section 3.1. Agreement. Lessor hereby leases the School Site to Lessee, and Lessee hereby leases the School Site from Lessor, upon the terms and conditions set forth in this Agreement. This Agreement, once fully executed, supersedes any prior Lease Agreement for the School Site, between the parties.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants with respect to the School Site, to provide Lessee during the Term with quiet use and enjoyment of the School Site, and Lessee shall during the Term peaceably and quietly have and hold and enjoy the School Site, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.3. Lessor Access to School Site. Lessee agrees that during the term of this Agreement following the Commencement Date of this Agreement, Lessor shall have the right during Lessee's normal working hours on Lessee's normal working days, upon compliance with any security requirements imposed by Lessee and upon reasonable notice, to enter on and examine and inspect the School Site for the purpose of assuring that the School Site is being properly maintained, preserved and kept in good repair and condition. Lessee 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 Lessee 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.

Section 3.4. School Site. The School Site is the real property described on Exhibit "A." and Improvements described in Exhibit "B" attached to this Agreement.

ARTICLE IV
TERM OF AGREEMENT

Section 4.1 Term. The Term shall commence upon the date when Lessee takes occupancy after completion of the Improvements by Lessor and receipt of a certificate of occupancy (the "Commencement Date") and continue for twenty-seven years.

Section 4.2 Termination of Term. The Term will terminate upon the occurrence of the first of the following events:

- (a) the purchase of the School Site by the Lessee pursuant to Article VI of this Agreement;
- (b) a default by Lessee and Lessor's election to terminate this Agreement pursuant to Article XI;
- (c) a default by Lessor and Lessee's election to terminate this Agreement pursuant to Article XI;
- (d) a failure of the legislature to appropriate sufficient funds to Lessee to make the Base Rent and Operating Expense payment(s) required by this Agreement, or
- (e) Lessee's charter is revoked by its authorizer and said revocation is not reversed on appeal unless the Lessor has consented to assignment in accordance with Section 6.13 below.

Section 4.3 Effect of Termination of Term. Upon termination of the Term:

(a) All unaccrued obligations of the Lessee hereunder shall terminate, but all obligations of the Lessee that have accrued hereunder prior to such termination shall continue until they are discharged in full; and

(b) If the termination occurs because of the occurrence of a non-appropriation or an Event of Default (Article XI), (i) the Lessee's right to possession of the School Site hereunder shall terminate; (ii) the Lessee shall, within 90 days, vacate the School Site; and (iii) if and to the extent the Lessee has appropriated funds for payment of Base Rent and Operating Expenses payable during, or with respect to the Lessee's use of the School Site during, the period between termination of the Term and the date the School Site is vacated, the Lessee shall pay such Base Rent and Operating Expenses to the Lessor or, in the case of Operating Expenses, the other Person entitled thereto. If termination occurs because of non-renewal or revocation of the Lessee's charter, Base Rent shall be paid through the last day of occupancy.

(c) If the Agreement is terminated prior to the final payment and release of the security interest or the transfer of title, the current value at the time of termination in excess of the outstanding principal due and attributable to capital improvements that were made by the Lessee during the term of the Agreement and that were not a term or condition of the Agreement shall be paid in accordance with Section 22-26A-1 et seq., as amended NMSA 1978, to the Lessee or the public entity that paid for the improvements.

Section 4.4 Continuation. Pursuant to NMSA 1978 §22-26A-5(I) the Lessor acknowledges that there is no legal obligation for the Lessee to continue this Agreement from year to year or to purchase the School Site.

ARTICLE V
AGREEMENT RENTAL PAYMENTS

Section 5.1. Agreement Payments.

(a) Lessee agrees to pay Lessor and Lessor agrees to accept as full rent payment for the premises a sum equal to the amounts provided in Exhibit C ("Base Rent"), payable monthly on the fifteenth (15th) day of the first month following the Commencement Date and each succeeding month throughout the term of the Agreement. Any partial month will be calculated on a pro rata basis.

(b) A portion of each payment of Base Rent is paid as, and represents payment of, interest as shown on Exhibit C hereto, which sets forth the interest component of each payment of Base Rent. Upon receipt by the Lessor of each payment of Base Rent, the Lessor shall apply the amount of each Base Rent payment to principal and interest as shown on Exhibit C, thereby reducing the purchase price for each succeeding Option Date.

(c) Lessee and Lessor agree that the Base Rent payments, as used in this Section 5.1 hereof, do not include payments for repair, maintenance, operating expenses and the like which are otherwise obligations of Lessee as Operating Expenses under the terms of Section 7.1 of this Agreement.

ARTICLE VI
CONTINGENT OBLIGATION TO PURCHASE

Section 6.1. Option to purchase. Lessor grants to Lessee the option to purchase the School Site at the time, for the consideration, and upon the terms and conditions set forth in this Article.

Section 6.2 Accelerated Sale and Transfer. Lessee may acquire the leased property only on an option date. The term "Option date" shall be February 1, 2025 and the corresponding date in each year thereafter. If the sale and transfer of the property is not completed on or prior to the twenty-second (22nd) Option Date the option to purchase shall expire and thereafter and be of no further force or effect.

Section 6.3 Notice of sale and transfer. Lessee's election to proceed to sale and transfer of the property on an Option Date must be evidenced by a written notice addressed to Lessor, sent by registered or certified mail to Lessor's office or to any other place designated by Lessor by written notice to Lessee. Such written notice must be given not less than 12 months before the Option Date on which the option is to be exercised and sale and transfer is to occur.

Section 6.4 Option Price: The Option Price shall be greater of \$1.00 or the remaining balance of the agreed upon Purchase Price as defined in Section 6.5

Section 6.5 Purchase Price on Exercise of Option: The Purchase Price for the School Site shall be \$6,700,000.00 of principal upon which interest shall accrue at an annual rate of (a) 5.250% per annum for \$670,000.00 of principal (due February 1, 2025), (b) 5.750% per annum for \$1,880,000 of principal (due February 1, 2035), (c) 6.000% per annum for \$3,810,000.00 in principal (due February 1, 2045) in accordance with the schedule attached at Exhibit C. The price to be paid by Lessee to Lessor for the School Site on an Option Date shall be the principal balance of the unpaid purchase price as of that Option Date, as set forth in the schedules attached at Exhibit C, plus any accrued and unpaid interest plus expenses described in Section 6.6. below.

Section 6.6. Expenses, mortgage. The Purchase Price to be paid to Lessor, as provided above, shall be a net amount to Lessor, and all expenses in connection with the transfer of the School Site, including, but not limited to, title insurance, recording fees, documentary stamps, and all other closing costs, shall be divided evenly by Lessor and Lessee. The Purchase Price shall be paid by Lessee in cash to Lessor concurrently with the conveyance of the School Site by Lessor to Lessee.

Section 6.7. Transfer of title. Except as provided below, at closing Lessor shall convey the School Site to Lessee free and clear of any mortgage, indenture or other encumbrance. Any such transfer shall be effected by a special warranty deed by Lessor.

Section. 6.8 First mortgage. Lessee's rights under this option are and shall be subject and subordinate to any 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 an indebtedness to any savings bank, bank, trust company, or other institutional lender, private or public for the purchase of the School Site and the construction of the Improvements on the Land, and to any renewal, modification, consolidation, replacement, or extension of any such mortgage or deed of trust. This subordination is limited and relates only to a first mortgage securing an indebtedness that will not on any Option Date exceed the price at which this option may then be exercised on that date, as herein provided. This subordination shall be self-operative and no further instrument of subordination shall be required. Lessee 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 or deed of trust to contain provisions requiring the holder of the indebtedness secured by mortgage or deed of trust to mail to Lessee by registered mail, addressed to Lessee at its office as set forth in this lease, a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage or deed of trust to Lessor. Notwithstanding the provisions of Section 6.3, Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage or deed of trust as herein provided after the First Option Date, exercise this option at the following option price: the amount which would have been payable, as provided in Section 6.5, at the next succeeding option date, plus 1/365ths of the difference between that amount and the amount which would have been payable, as provided in Section 6.5, at the last preceding option date, multiplied by the number of days remaining between the settlement date and the next succeeding option date. Notwithstanding the provisions of this Article 6, Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage or deed of trust as herein provided before the first Option Date, exercise this option by paying the then-outstanding principal amount of the debt secured by mortgage, indenture or deed of trust plus any accrued and unpaid interest plus any amounts necessary to defease to the first call date the indebtedness secured by the mortgage, indenture or deed of trust.

Section 6.9. Performance of lease. The right to exercise this option is conditioned upon the faithful performance by Lessee of all its covenants, conditions, and agreements under this lease, and the payment by Lessee of all Base Rent. Operating Expenses and other special payments as provided in this lease to the date of the completion of the purchase of the School Site by Lessee.

Section 6.10. 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 6.11. Security deposit. The parties stipulate that no security deposit was paid by Lessee as part of this agreement and none is required.

Section 6.12. Priority. This option shall be a covenant running with the land described above, and no conveyance, transfer, easement, or encumbrance of such land shall defeat or adversely affect this option.

Section 6.13. Assignment of option, binding effect. Lessee may not assign this option to another charter school, school district, the state or one of its institutions, instrumentalities or other political subdivisions without the prior written consent of Lessor, which shall inure to the benefit of Lessee's respective successors and assigns. Such consent shall not be unreasonably withheld.

Section 6.14. No prepayment penalty. Beginning with the first Option Date, the parties may proceed to closing on purchase at any time without assessment of costs, expenses or penalties except as otherwise provided in this Agreement.

ARTICLE VII MAINTENANCE AND INSURANCE

Section 7.1. Construction. Lessor will cause to be built on the School Site the Improvements in accordance with the plans and specifications attached hereto as Exhibit "B" and as approved by the PSFA.

Section 7.2. Construction Maintenance and Facility Costs. Lessee shall at all times during the Term maintain, preserve and keep the School Site in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the School Site in such condition. This Lease is intended to be and shall be construed consistently with it being an absolute net lease with Lessee paying all expenses related to the School Site, including without limitation, (i) the cost of insurance premiums for insurance deemed necessary or desirable in Lessor's reasonable discretion; (ii) the cost of taxes, utility charges, maintenance, upkeep, and repair costs including routine repair and replacement of roof, structural components, HVAC, and carpet and/or tile; and (iii) all other costs associated with operation, repair and maintenance of the School Site (collectively, "Operating Expenses"). Portions of Operating Expenses may be, at Lessor's option, paid by Lessee directly to the third parties who are owed certain amounts included in additional rent (e.g. insurance companies, taxing authorities, utility companies).

Section 7.3. Removal of Improvements. Except as provided for in Section 4.3.c., Lessee hereby agrees and covenants with Lessor that any and all alterations, additions, and improvements, except 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 the Lessee. Lessee agrees that if such Improvements are removed at the termination hereof, it will repair or restore the area of such surface, if removal of Lessee'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. Lessee's Insurance Obligations.

(a) Liability Insurance. Beginning upon the Commencement Date, Lessee shall procure and maintain or cause to be carried and maintained in full force and effect during the

term of this Agreement and any extension thereof at Lessee'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 New Mexico Public Schools Insurance Authority ("NMPSIA") 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 \$100,000 for each accident for property damage liability for the benefit of both Lessee 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 of this Agreement. Lessee shall adjust such minimum coverage limits annually or as necessary to conform to the minimum coverage limits required for local public bodies pursuant to Sections 41-4-19 and 41-4-20 NMSA 1978, and Sections 22-29-1 through 22-29-11 NMSA 1978, as amended.

(b) Property Insurance. Subject to the availability of such coverage from NMPSIA, Lessee shall also carry and maintain or cause to be carried and maintained in full force and effect during the term of this Agreement and any renewal thereof, at Lessee'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 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. 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, Lessee 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 the Lessor all such insurance proceeds attributable to the loss or damage to the School Site. If for any reason Lessee is prohibited by law or regulation from carrying such insurance, Lessor may obtain such insurance, and Lessee shall pay the premiums of such insurance as Operating Expenses.

Section 7.5. Worker's Compensation Insurance. If required by state law as of the Commencement Date, Lessee shall carry worker's compensation insurance covering all of its respective employees on, in, near or about the School Site and upon request, shall furnish certificates to the Lessor evidencing such coverage.

Section 7.6. Liens. Except as provided in Section 4.3.c. neither Lessee or 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 respective rights of Lessor and Lessee as herein provided. Except as otherwise expressly provided in this Article, Lessor and Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, other than existing mortgages 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 the Lessor's right to refinance or restructure debt against the property, however, no refinance or restructure shall impair Lessee's rights under the terms of this Agreement. Lessee covenants and agrees to execute and deliver, upon demand, such further

reasonable instrument or instruments subordinating this Lease 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 shall, within 30 days of refinancing or restructuring provide notification to Lessee with certification from the financial institution that this Agreement does not violate any term or condition of the restructured or refinanced obligation and Lessor shall pay for any of Lessee's costs associated with said refinancing.

ARTICLE VIII CONDEMNATION; USE OF NET PROCEEDS

Section 8.1. Condemnation. In the event that all or any portion of the School Site or Improvements are condemned by any governmental body or agency other than Lessee under power of eminent domain or is sold under threat of condemnation to any public body other than Lessee prior to purchase of the School Site by Lessee, Lessor shall be entitled to all compensation awarded, less an amount equal to the Lessee's principal payments made to date in accordance with Article VI., which portion of the compensation awarded shall be paid to Lessee.

Section 8.2. Condemnation of Other Property Owned by Lessee. Lessee 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 not included in the School Site. Lessor agrees that Lessee shall have the option, upon written notice to Lessor, to enter an appearance and defend in any condemnation action as to both the School Site and the Improvements, and upon such election, Lessor shall not be obligated to provide a defense as to the Improvements, but may do so at Lessor's sole expense. In consideration for such option granted in this paragraph, Lessee agrees not to enter into any settlement agreement as to the condemnation award to be paid for the taking or partial taking of the Improvements without Lessor's prior consent, which consent shall not be unreasonably withheld.

ARTICLE IX LESSEE'S IMPROVEMENTS, EQUIPMENT AND WARRANTIES

Section 9.1. Improvements to School Site. The Lessee, at its own expense, may remodel, or make additions, modifications or improvements to, the School Site, provided that (i) such remodeling, modifications and additions (A) shall not in any way damage the School Site as it existed prior thereto and (B) shall become part of the School Site, subject to the provisions of Section 9.3; (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 provided in and shall otherwise be subject to the terms of this Agreement. Improvements made by Lessee to the School Site shall not change Base Rent or the Purchase Price without a written amendment to this Agreement approved by the Department.

Section 9.2. Installation of Lessee's Equipment. Lessee 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 Lessee's judgment be necessary for its purposes in or upon

the School Site. All such items shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee 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 the Lessee. Nothing in this Agreement shall prevent Lessee 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 9.3. Lien on Improvements by Lessee. If Lessee's funds, above those required for Base Rent, are used to construct or acquire additional improvements, the cost of the additional capital improvements shall constitute a lien on the additional improvement in favor of the Lessee and then, if this Agreement is terminated prior to the final payment and the release of the security interest or the transfer of title at the option of the Lessee: (1) the Lessee may foreclose the lien on the additional improvements; or (2) the current market value of the School Site or other real property 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 the Lessee.

Section 9.4. Warranties. Upon acceptance and purchase of the School Site by Lessee pursuant to Article VI hereof, Lessor will assign to Lessee, 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 Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessee's sole remedy for the breach of such warranties and guarantees shall be against the provider of such work, service, equipment or materials made to or on the School Site and not against Lessor, nor shall such matter have any effect whatsoever on the rights of the Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder.

Section 9.5. Disclaimer of Warranties. Upon acceptance of the School Site by the Lessee, Lessor makes no warranty or representation except as stated in Section 9.4, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by Lessee of the School Site, or any other representation or warranty with respect to the School Site. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any portion of the Improvements provided for in this Agreement.

ARTICLE X ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 10.1. Assignment. Neither party shall assign its interests in this Agreement 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 10.1. Unless otherwise

agreed, 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.

Nothing in this Section 10.1 shall be deemed to prohibit, limit or restrict the Lessee's power to enter into joint powers agreements as provided in Sections 11-1-1 et seq. NMSA 1978, as amended for shared use of the School Site.

Section 10.2. Restriction on Mortgage or Sale of School Site by Lessee. Prior to closing on purchase of the School Site, Lessee will not mortgage, sell, assign, transfer or convey the School Site or any portion thereof without the written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

Section 10.3. Title. Upon the purchase of the School Site by Lessee pursuant to Article VI. of this Agreement, Lessor shall transfer its interest in the School Site to Lessee by standard form special warranty deed free and clear of any encumbrances, except those specifically accepted by Lessee.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Agreement, with respect to the School Site, any one or more of the following events:

- (a) Failure by Lessee to make any payments under this Lease as and when due;
- (b) Failure by Lessor or Lessee to observe and perform any covenant, condition or agreement (other than as described in Section 11.1 (a)) on its part to be observed or performed, for a period of thirty days after written notice specifying such failure and requesting that it be remedied has been given by the nondefaulting party unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the nondefaulting party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the defaulting party within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessor or Lessee of a voluntary petition in bankruptcy, or failure by Lessor or Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessor or Lessee to carry on its operations at the School Site, or adjudication of Lessor or Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessor or Lessee in any proceedings instituted under the provisions of the federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.
- (d) The final revocation of Lessee's charter to operate by Lessee's authorizer unless an assignment has occurred consistent with the provisions of 10.1.

Section 11.2. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Lessor may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) Terminate the Lease and give notice to the Lessee to vacate the Property and the Improvements within one-hundred twenty days (120) days from the date of such notice.

(b) Lease all or any portion of the Property or the Improvements.

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

(d) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Property and the Improvements under this Lease.

Section 11.3. Force Majeure. The provisions of Sections 11.1 and 11.2 are subject to the following limitations: if by reason of force majeure Lessee or Lessor is unable in whole or in part to carry out its obligations under this Agreement, Lessor or Lessee 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, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or any civil or military authority other than the Lessee 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 Lessee and not resulting from the negligence of the party claiming a force majeure event. Lessor and Lessee 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 11.4. Remedies Cumulative. The above-provided rights and remedies to which either party is entitled hereunder are cumulative, and not exclusive, of all other rights and remedies to which a party may be entitled in the event of breach or threatened breach by a party in default of any of the terms, conditions and provisions contained herein.

Section 11.5. 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.

Section 11.6. Dispute Resolution. The parties shall endeavor to resolve all disputes arising as to this Agreement by mediation before a mutually agreed mediator the cost of which shall be shared by the parties. In the event mediation is unsuccessful, arbitration in accordance with the terms of this Section shall be used to resolve any and all claims, disputes or disagreements arising under this Agreement, except for (i) matters requiring immediate exigent relief, including without limitation unlawful detainer; and (ii) all claims by either party which (a) seek anything other than enforcement of rights under this Agreement, or (b) are primarily founded upon matters of fraud, willful misconduct or any other allegations of tortious action, and seek the award of punitive or exemplary damages, which disputes shall be resolved by suit filed in the Second Judicial District Court, Bernalillo County, New Mexico, the decision of which court shall be subject to appeal pursuant to applicable law. The parties hereby agree to conduct themselves in strict, full, complete and timely accordance with the terms of this Section.

(a) Any dispute to be arbitrated pursuant to the provisions of this Section shall be determined by binding arbitration before a single arbitrator (the "Arbitrator") under the auspices of the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Such arbitration shall be initiated by either party, within thirty days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to AAA. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The parties may agree on the selection of an Arbitrator.

(b) The arbitration shall be conducted in the greater Albuquerque or Bernalillo County metropolitan area and, unless otherwise agreed by the parties must be completed within 180 days. Any party may be represented by counsel or other authorized representative. In rendering a decision, the Arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of New Mexico and the terms and provisions of this Agreement. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the Second Judicial District Court, Bernalillo County, New Mexico in accordance with the New Mexico Uniform Arbitration Act. The Arbitrator may award costs, including without limitation, attorneys' fees, and expert and witness costs, to the prevailing party, if any as determined by the Arbitrator in his or her discretion. A party shall be determined by the Arbitrator to be the prevailing party if its proposal for the resolution of the dispute in the discretion of the Arbitrator was closest to that adopted by the Arbitrator.

ARTICLE XII TITLE

Section 12.1. Title to Improvements. During the Term, legal title to the School Site shall be in Lessor, unless otherwise agreed to by the parties in writing.

Section 12.2. Public Property. Upon approval of this Agreement by the Department and execution of this Agreement by the parties, the School Site shall be considered to 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, Lessee, 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. Neither party shall 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 either party, the other party will prepare and provide such reports as will evidence compliance by the party with Hazardous Materials laws, and which will evidence that the School Site and the uses thereon are in compliance 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. Lessee's Responsibility. Upon and after issuance of the Certificate of Occupancy and acceptance of the School Site by the Lessee, Lessee 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 Lessee directly or indirectly arising out of or attributable to the violation by Lessee 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. Without the other party's prior written consent, which shall not be unreasonably withheld, a party 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 the other party's reasonable judgment, impair the value of party'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 the other party's consent before taking such action; provided that in such event notice shall be given as soon as practicable of any action so taken. Each party 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) the party establishes to the reasonable satisfaction of the other party that there is no reasonable alternative to such remedial action that would result in less impairment to the value of the party's interest in the School Site.

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

ARTICLE XIV LIMITATION OF LIABILITY

Section 14.1. Limitation of Liability. Neither party shall be liable for special or consequential damages arising from a breach of this Agreement.

ARTICLE XV ADMINISTRATION PROVISIONS

Section 15.1 Notices. All notices required under this Agreement shall be in writing, signed by the party or agent sending them, and (i) delivered personally, (ii) sent by registered or certified mail, (iii) sent by a recognized overnight express mail carrier, or (iv) sent by facsimile, if a copy is sent by one of methods (i), (ii) or (iii) as soon as practicable thereafter, addressed to Lessor or Lessee, as the case may be, at the following addresses (or such other addresses as either party may give by notice conforming with this Section 15.1), and such notices shall be effective on the date of receipt thereof.

Lessor:
The ASK Academy Education Foundation
Attn: President
4550 Sundt Road NE
Rio Rancho, NM 87124

Lessee:
The ASK Academy
c/o General Manager
4550 Sundt Road NE
Rio Rancho, NM 87124

Section 15.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective administrators, successors and assigns.

Section 15.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.4. 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 Lessee and Lessor. Amendments to this Agreement shall be approved by the Department pursuant to 22-26A-5(L) NMSA 1978.

Section 15.5. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, if necessary, 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 carrying out the expressed intention of this Agreement.

Section 15.6. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, with regard to conflicts of laws rules.

Section 15.8. Lessor and Lessee Representatives. Whenever under the provisions of this Agreement the approval of Lessor or Lessee is required, or Lessor or Lessee is required to take some action at the request of the other, such approval of such request may be given for Lessor by a Lessor Representative and for Lessee by a Lessee Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 15.9. Integration. This Agreement contains all of the agreements of Lessee and Lessor respecting the subject matters hereof, and all prior negotiations are merged herein.

Section 15.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

Section 15.11. Business Days. If the day upon which any action required by the Agreement shall fall on a Saturday, Sunday or banking holiday, then such actions shall be deemed timely if made or taken on the next succeeding business day.

Section 15.12. Administrative Approval. Pursuant to Section 22-26A-4 NMSA 1978, the parties to this Lease acknowledge that they have obtained prior written consent from the Public Education Department prior to executing this Agreement. A copy of said approval is attached to this Agreement as Exhibit "E".

EXHIBIT A
Legal Description of Land

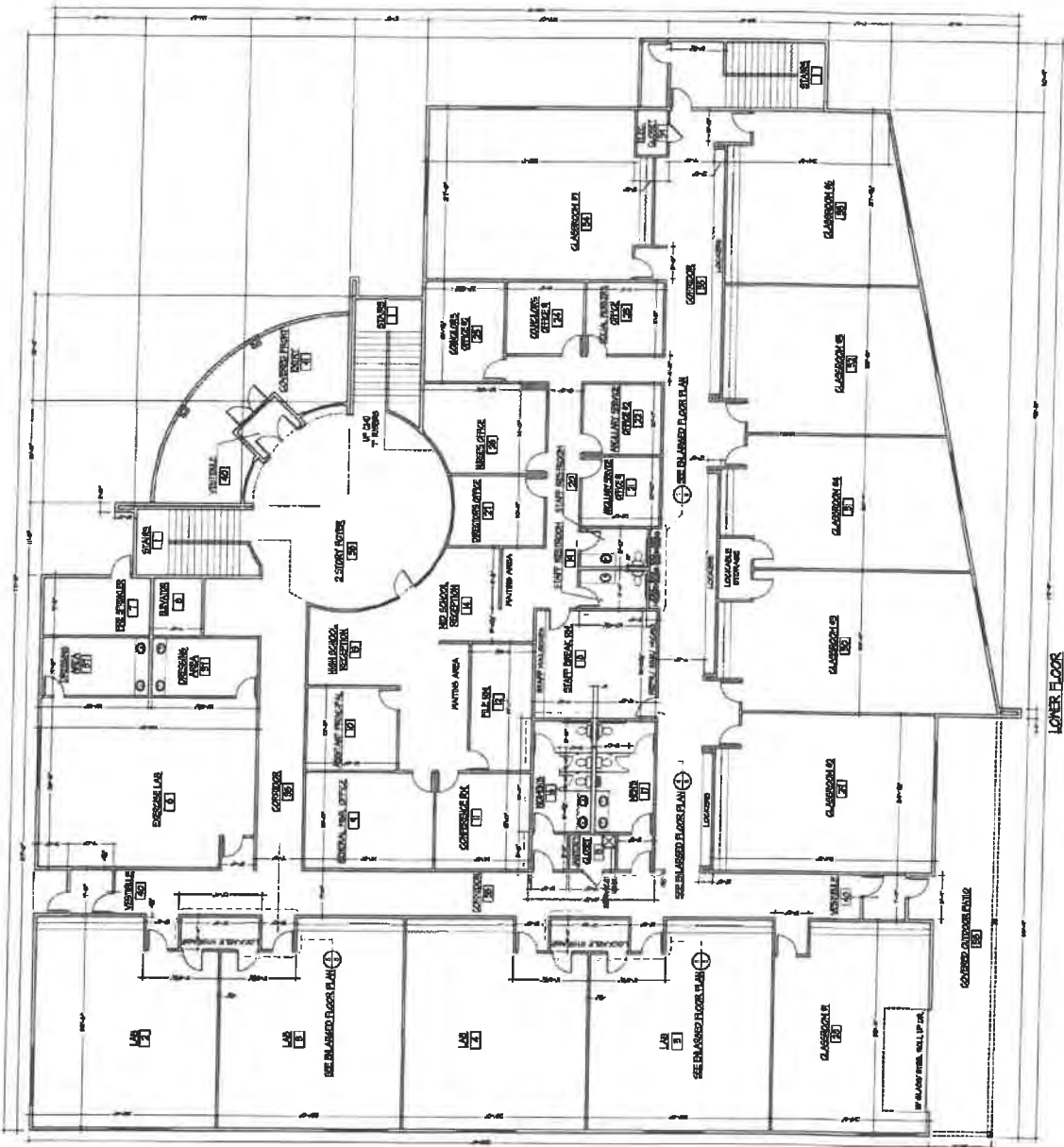
Tracts 1-A-1, and 2-A-1, Texico Conference Center and Tract 27-A-1-B-1, Industrial Park West, filed in the Sandoval County Clerk's office on June 1, 2015 in Volume 3, Folio 3836 (Book 25, Pages 100-101).

EXHIBIT B

Plans and Specifications for Lessor's Improvements

DAVID J. PACHECO ARCHITECT SUNDT RD. RIO RANCHO, NEW MEXICO (505) 891-1111 www.djpacheco.com		THE ASK ACADEMY REVISED PRELIMINARY FIRST FLOOR PLAN	
RACHEL MATTHEW DEV. 12000 N. GARDEN AVENUE, SUITE 100 DALLAS, TEXAS 75243 (214) 343-1111 www.rachelmatthew.com		1 PRELIMINARY DATE: 11/15/18 SHEET NO. 1 OF 1 PROJECT NO. 18-001	

AREA CALCULATIONS	
HEATED - LOWER FLOOR	18,210.00 SF
HEATED - UPPER FLOOR	0.00 SF
HEATED - TOTAL	18,210.00 SF
COVERED ENTRY	509.00 SF
COVERED ENTRY - STAIRS	49.07 SF
COVERED AREA - REAR	604.00 SF
TOTAL PROJECT	19,472.07 SF

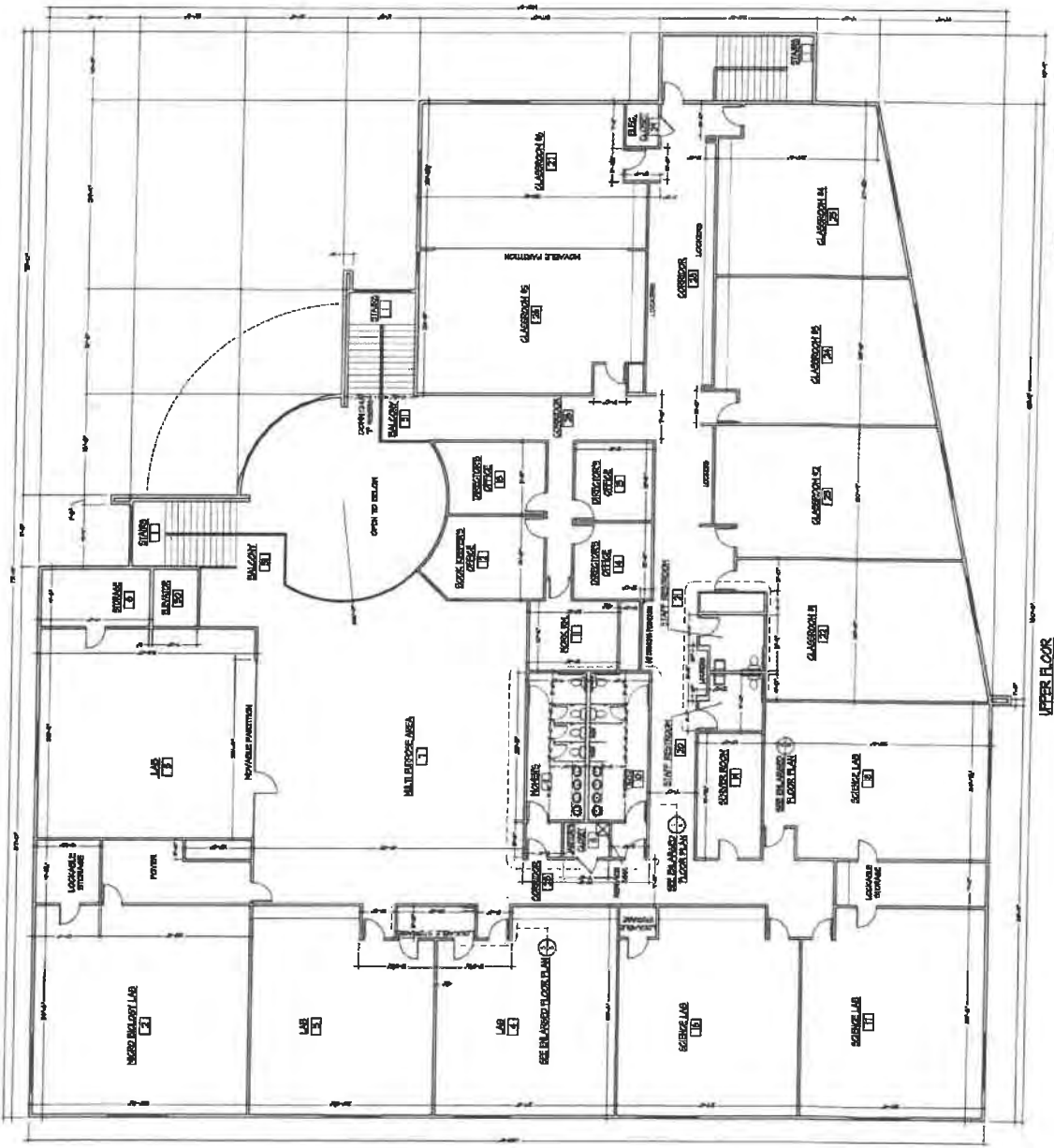


LOWER FLOOR
 1/8" = 1'-0"

7

7

DAVID J. RACHECO ARCHITECT SUNDT RD. RIO RANCHO, NEW MEXICO RACHEL MATTHEW DEV.	THE ASK ACADEMY DEMOLITION PLAN SECOND FLOOR	2
	AREA CALCULATIONS HEATED - LOWER FLOOR 1001.20 SQ FT HEATED - UPPER FLOOR 1871.40 SQ FT TOTAL HEATED 2872.60 SQ FT COVERED ENTRY - STAIRS 48.87 SQ FT COVERED AREA - REAR 664.90 SQ FT TOTAL PROJECT 3587.77 SQ FT	



SECOND FLOOR PLAN
 1/8" = 1'-0"

EXHIBIT C

Base Rent payment schedule

ASK Academy - Amortization Schedule

Purchase Price	\$6,374,885.32
Annual interest rate	7.50%
Total period in years	27
Number of payments per year	12
Start date of LPA	2/15/2020
Optional extra payments	\$ -

Lease Purchase Agreement Summary

Scheduled payment	Total Interest
Scheduled number of payments	324
Actual number of payments	324
Total early payments	\$0.00
Total interest	\$8,511,604.24

Lease Purchase with The ASK Academy Foundation

Pmt No	Payment Date	Principal	Interest	Foundation Charge	Scheduled Payment	Ending Balance
1	Payment Date	Payment	Principal	Interest	Total Interest	Balance
2	3/1/2020	\$45,945.96	\$6,102.92	\$39,843.03	\$39,843.03	\$6,368,782.40
3	4/1/2020	\$45,945.96	\$6,141.07	\$39,804.89	\$79,647.92	\$6,362,641.33
4	5/1/2020	\$45,945.96	\$6,179.45	\$39,766.51	\$119,414.43	\$6,356,461.89
5	6/1/2020	\$45,945.96	\$6,218.07	\$39,727.89	\$159,142.32	\$6,350,243.82
6	7/1/2020	\$45,945.96	\$6,256.93	\$39,689.02	\$198,831.34	\$6,343,986.89
7	8/1/2020	\$45,945.96	\$6,296.04	\$39,649.92	\$238,481.26	\$6,337,690.85
8	9/1/2020	\$45,945.96	\$6,335.39	\$39,610.57	\$278,091.83	\$6,331,355.46
9	10/1/2020	\$45,945.96	\$6,374.98	\$39,570.97	\$317,662.80	\$6,324,980.48
10	11/1/2020	\$45,945.96	\$6,414.83	\$39,531.13	\$357,193.93	\$6,318,565.65
11	12/1/2020	\$45,945.96	\$6,454.92	\$39,491.04	\$396,684.98	\$6,312,110.73
12	1/1/2021	\$45,945.96	\$6,495.26	\$39,450.69	\$436,135.65	\$6,305,615.47
13	2/1/2021	\$45,945.96	\$6,535.86	\$39,410.10	\$475,545.75	\$6,299,079.61
14	3/1/2021	\$45,945.96	\$6,576.71	\$39,369.25	\$514,915.00	\$6,292,502.90
15	4/1/2021	\$45,945.96	\$6,617.81	\$39,328.14	\$554,243.14	\$6,285,885.05
16	5/1/2021	\$45,945.96	\$6,659.17	\$39,286.78	\$593,529.92	\$6,279,225.91
17	6/1/2021	\$45,945.96	\$6,700.79	\$39,245.16	\$632,775.09	\$6,272,525.12
18	7/1/2021	\$45,945.96	\$6,742.67	\$39,203.28	\$671,978.37	\$6,265,782.45
19	8/1/2021	\$45,945.96	\$6,784.82	\$39,161.14	\$711,139.51	\$6,258,997.63
20	9/1/2021	\$45,945.96	\$6,827.22	\$39,118.74	\$750,258.24	\$6,252,170.41
21	10/1/2021	\$45,945.96	\$6,869.89	\$39,076.07	\$789,334.31	\$6,245,300.52
22	11/1/2021	\$45,945.96	\$6,912.83	\$39,033.13	\$828,367.44	\$6,238,387.69
23	12/1/2021	\$45,945.96	\$6,956.03	\$38,989.92	\$867,357.36	\$6,231,431.66
24	1/1/2022	\$45,945.96	\$6,999.51	\$38,946.45	\$906,303.81	\$6,224,432.15
25	2/1/2022	\$45,945.96	\$7,043.25	\$38,902.70	\$945,206.51	\$6,217,388.90
26	3/1/2022	\$45,945.96	\$7,087.27	\$38,858.68	\$984,065.19	\$6,210,301.62
27	4/1/2022	\$45,945.96	\$7,131.57	\$38,814.39	\$1,022,879.57	\$6,203,170.05
28	5/1/2022	\$45,945.96	\$7,176.14	\$38,769.81	\$1,061,649.39	\$6,195,993.91
29	6/1/2022	\$45,945.96	\$7,220.99	\$38,724.96	\$1,100,374.35	\$6,188,772.92
30	7/1/2022	\$45,945.96	\$7,266.12	\$38,679.83	\$1,139,054.18	\$6,181,506.79
31	8/1/2022	\$45,945.96	\$7,311.54	\$38,634.42	\$1,177,688.60	\$6,174,195.25
32	9/1/2022	\$45,945.96	\$7,357.24	\$38,588.72	\$1,216,277.32	\$6,166,838.02
33	10/1/2022	\$45,945.96	\$7,403.22	\$38,542.74	\$1,254,820.06	\$6,159,434.80
34	11/1/2022	\$45,945.96	\$7,449.49	\$38,496.47	\$1,293,316.52	\$6,151,985.31
35	12/1/2022	\$45,945.96	\$7,496.05	\$38,449.91	\$1,331,766.43	\$6,144,489.27
36	1/1/2023	\$45,945.96	\$7,542.90	\$38,403.06	\$1,370,169.49	\$6,136,946.37
37	2/1/2023	\$45,945.96	\$7,590.04	\$38,355.91	\$1,408,525.40	\$6,129,356.33
38	3/1/2023	\$45,945.96	\$7,637.48	\$38,308.48	\$1,446,833.88	\$6,121,718.85
39	4/1/2023	\$45,945.96	\$7,685.21	\$38,260.74	\$1,485,094.62	\$6,114,033.64
40	5/1/2023	\$45,945.96	\$7,733.25	\$38,212.71	\$1,523,307.33	\$6,106,300.39
41	6/1/2023	\$45,945.96	\$7,781.58	\$38,164.38	\$1,561,471.71	\$6,098,518.81
42	7/1/2023	\$45,945.96	\$7,830.21	\$38,115.74	\$1,599,587.45	\$6,090,688.60
43	8/1/2023	\$45,945.96	\$7,879.15	\$38,066.80	\$1,637,654.26	\$6,082,809.45
44	9/1/2023	\$45,945.96	\$7,928.40	\$38,017.56	\$1,675,671.82	\$6,074,881.05
45	10/1/2023	\$45,945.96	\$7,977.95	\$37,968.01	\$1,713,639.82	\$6,066,903.10
46	11/1/2023	\$45,945.96	\$8,027.81	\$37,918.14	\$1,751,557.97	\$6,058,875.29
47	12/1/2023	\$45,945.96	\$8,077.98	\$37,867.97	\$1,789,425.94	\$6,050,797.31
48	1/1/2024	\$45,945.96	\$8,128.47	\$37,817.48	\$1,827,243.42	\$6,042,668.84
49	2/1/2024	\$45,945.96	\$8,179.28	\$37,766.68	\$1,865,010.10	\$6,034,489.56
50	3/1/2024	\$45,945.96	\$8,230.40	\$37,715.56	\$1,902,725.66	\$6,026,259.16
51	4/1/2024	\$45,945.96	\$8,281.84	\$37,664.12	\$1,940,389.78	\$6,017,977.33

52	5/1/2024	\$45,945.96	\$8,333.60	\$37,612.36	\$1,978,002.14	\$6,009,643.73
53	6/1/2024	\$45,945.96	\$8,385.68	\$37,560.27	\$2,015,562.41	\$6,001,258.09
54	7/1/2024	\$45,945.96	\$8,438.09	\$37,507.86	\$2,053,070.28	\$5,992,819.96
55	8/1/2024	\$45,945.96	\$8,490.83	\$37,455.12	\$2,090,525.40	\$5,984,329.13
56	9/1/2024	\$45,945.96	\$8,543.90	\$37,402.06	\$2,127,927.46	\$5,975,785.23
57	10/1/2024	\$45,945.96	\$8,597.30	\$37,348.66	\$2,165,276.12	\$5,967,187.93
58	11/1/2024	\$45,945.96	\$8,651.03	\$37,294.92	\$2,202,571.04	\$5,958,536.90
59	12/1/2024	\$45,945.96	\$8,705.10	\$37,240.86	\$2,239,811.90	\$5,949,831.80
60	1/1/2025	\$45,945.96	\$8,759.51	\$37,186.45	\$2,276,998.34	\$5,941,072.29
61	2/1/2025	\$45,945.96	\$8,814.25	\$37,131.70	\$2,314,130.05	\$5,932,258.04
62	3/1/2025	\$45,945.96	\$8,869.34	\$37,076.61	\$2,351,206.66	\$5,923,388.70
63	4/1/2025	\$45,945.96	\$8,924.78	\$37,021.18	\$2,388,227.84	\$5,914,463.92
64	5/1/2025	\$45,945.96	\$8,980.56	\$36,965.40	\$2,425,193.24	\$5,905,483.36
65	6/1/2025	\$45,945.96	\$9,036.68	\$36,909.27	\$2,462,102.51	\$5,896,446.68
66	7/1/2025	\$45,945.96	\$9,093.16	\$36,852.79	\$2,498,955.30	\$5,887,353.52
67	8/1/2025	\$45,945.96	\$9,150.00	\$36,795.96	\$2,535,751.26	\$5,878,203.52
68	9/1/2025	\$45,945.96	\$9,207.18	\$36,738.77	\$2,572,490.03	\$5,868,996.34
69	10/1/2025	\$45,945.96	\$9,264.73	\$36,681.23	\$2,609,171.26	\$5,859,731.61
70	11/1/2025	\$45,945.96	\$9,322.63	\$36,623.32	\$2,645,794.58	\$5,850,408.98
71	12/1/2025	\$45,945.96	\$9,380.90	\$36,565.06	\$2,682,359.64	\$5,841,028.08
72	1/1/2026	\$45,945.96	\$9,439.53	\$36,506.43	\$2,718,866.06	\$5,831,588.59
73	2/1/2026	\$45,945.96	\$9,498.53	\$36,447.43	\$2,755,313.49	\$5,822,090.02
74	3/1/2026	\$45,945.96	\$9,557.89	\$36,388.06	\$2,791,701.55	\$5,812,532.13
75	4/1/2026	\$45,945.96	\$9,617.63	\$36,328.33	\$2,828,029.88	\$5,802,914.50
76	5/1/2026	\$45,945.96	\$9,677.74	\$36,268.22	\$2,864,298.10	\$5,793,236.76
77	6/1/2026	\$45,945.96	\$9,738.23	\$36,207.73	\$2,900,505.83	\$5,783,498.53
78	7/1/2026	\$45,945.96	\$9,799.09	\$36,146.87	\$2,936,652.69	\$5,773,699.44
79	8/1/2026	\$45,945.96	\$9,860.33	\$36,085.62	\$2,972,738.31	\$5,763,839.11
80	9/1/2026	\$45,945.96	\$9,921.96	\$36,023.99	\$3,008,762.31	\$5,753,917.15
81	10/1/2026	\$45,945.96	\$9,983.97	\$35,961.98	\$3,044,724.29	\$5,743,933.17
82	11/1/2026	\$45,945.96	\$10,046.37	\$35,899.58	\$3,080,623.87	\$5,733,886.80
83	12/1/2026	\$45,945.96	\$10,109.16	\$35,836.79	\$3,116,460.66	\$5,723,777.64
84	1/1/2027	\$45,945.96	\$10,172.35	\$35,773.61	\$3,152,234.27	\$5,713,605.29
85	2/1/2027	\$45,945.96	\$10,235.92	\$35,710.03	\$3,187,944.31	\$5,703,369.37
86	3/1/2027	\$45,945.96	\$10,299.90	\$35,646.06	\$3,223,590.37	\$5,693,069.47
87	4/1/2027	\$45,945.96	\$10,364.27	\$35,581.68	\$3,259,172.05	\$5,682,705.20
88	5/1/2027	\$45,945.96	\$10,429.05	\$35,516.91	\$3,294,688.96	\$5,672,276.15
89	6/1/2027	\$45,945.96	\$10,494.23	\$35,451.73	\$3,330,140.68	\$5,661,781.92
90	7/1/2027	\$45,945.96	\$10,559.82	\$35,386.14	\$3,365,526.82	\$5,651,222.11
91	8/1/2027	\$45,945.96	\$10,625.82	\$35,320.14	\$3,400,846.96	\$5,640,596.29
92	9/1/2027	\$45,945.96	\$10,692.23	\$35,253.73	\$3,436,100.69	\$5,629,904.06
93	10/1/2027	\$45,945.96	\$10,759.06	\$35,186.90	\$3,471,287.59	\$5,619,145.00
94	11/1/2027	\$45,945.96	\$10,826.30	\$35,119.66	\$3,506,407.24	\$5,608,318.71
95	12/1/2027	\$45,945.96	\$10,893.96	\$35,051.99	\$3,541,459.23	\$5,597,424.74
96	1/1/2028	\$45,945.96	\$10,962.05	\$34,983.90	\$3,576,443.14	\$5,586,462.69
97	2/1/2028	\$45,945.96	\$11,030.56	\$34,915.39	\$3,611,358.53	\$5,575,432.13
98	3/1/2028	\$45,945.96	\$11,099.50	\$34,846.45	\$3,646,204.98	\$5,564,332.62
99	4/1/2028	\$45,945.96	\$11,168.88	\$34,777.08	\$3,680,982.06	\$5,553,163.75
100	5/1/2028	\$45,945.96	\$11,238.68	\$34,707.27	\$3,715,689.33	\$5,541,925.06
101	6/1/2028	\$45,945.96	\$11,308.92	\$34,637.03	\$3,750,326.37	\$5,530,616.14
102	7/1/2028	\$45,945.96	\$11,379.60	\$34,566.35	\$3,784,892.72	\$5,519,236.54
103	8/1/2028	\$45,945.96	\$11,450.73	\$34,495.23	\$3,819,387.94	\$5,507,785.81
104	9/1/2028	\$45,945.96	\$11,522.29	\$34,423.66	\$3,853,811.61	\$5,496,263.51
105	10/1/2028	\$45,945.96	\$11,594.31	\$34,351.65	\$3,888,163.25	\$5,484,669.21
106	11/1/2028	\$45,945.96	\$11,666.77	\$34,279.18	\$3,922,442.44	\$5,473,002.43
107	12/1/2028	\$45,945.96	\$11,739.69	\$34,206.27	\$3,956,648.70	\$5,461,262.74
108	1/1/2029	\$45,945.96	\$11,813.06	\$34,132.89	\$3,990,781.59	\$5,449,449.68
109	2/1/2029	\$45,945.96	\$11,886.89	\$34,059.06	\$4,024,840.65	\$5,437,562.78
110	3/1/2029	\$45,945.96	\$11,961.19	\$33,984.77	\$4,058,825.42	\$5,425,601.60
111	4/1/2029	\$45,945.96	\$12,035.95	\$33,910.01	\$4,092,735.43	\$5,413,565.65
112	5/1/2029	\$45,945.96	\$12,111.17	\$33,834.79	\$4,126,570.22	\$5,401,454.48
113	6/1/2029	\$45,945.96	\$12,186.86	\$33,759.09	\$4,160,329.31	\$5,389,267.62
114	7/1/2029	\$45,945.96	\$12,263.03	\$33,682.92	\$4,194,012.23	\$5,377,004.58
115	8/1/2029	\$45,945.96	\$12,339.68	\$33,606.28	\$4,227,618.51	\$5,364,664.91
116	9/1/2029	\$45,945.96	\$12,416.80	\$33,529.16	\$4,261,147.66	\$5,352,248.11

117	10/1/2029	\$45,945.96	\$12,494.40	\$33,451.55	\$4,294,599.21	\$5,339,753.70
118	11/1/2029	\$45,945.96	\$12,572.49	\$33,373.46	\$4,327,972.67	\$5,327,181.21
119	12/1/2029	\$45,945.96	\$12,651.07	\$33,294.88	\$4,361,267.56	\$5,314,530.13
120	1/1/2030	\$45,945.96	\$12,730.14	\$33,215.81	\$4,394,483.37	\$5,301,799.99
121	2/1/2030	\$45,945.96	\$12,809.71	\$33,136.25	\$4,427,619.62	\$5,288,990.29
122	3/1/2030	\$45,945.96	\$12,889.77	\$33,056.19	\$4,460,675.81	\$5,276,100.52
123	4/1/2030	\$45,945.96	\$12,970.33	\$32,975.63	\$4,493,651.44	\$5,263,130.19
124	5/1/2030	\$45,945.96	\$13,051.39	\$32,894.56	\$4,526,546.00	\$5,250,078.80
125	6/1/2030	\$45,945.96	\$13,132.96	\$32,812.99	\$4,559,358.99	\$5,236,945.84
126	7/1/2030	\$45,945.96	\$13,215.04	\$32,730.91	\$4,592,089.91	\$5,223,730.79
127	8/1/2030	\$45,945.96	\$13,297.64	\$32,648.32	\$4,624,738.22	\$5,210,433.16
128	9/1/2030	\$45,945.96	\$13,380.75	\$32,565.21	\$4,657,303.43	\$5,197,052.41
129	10/1/2030	\$45,945.96	\$13,464.38	\$32,481.58	\$4,689,785.01	\$5,183,588.03
130	11/1/2030	\$45,945.96	\$13,548.53	\$32,397.43	\$4,722,182.43	\$5,170,039.50
131	12/1/2030	\$45,945.96	\$13,633.21	\$32,312.75	\$4,754,495.18	\$5,156,406.29
132	1/1/2031	\$45,945.96	\$13,718.42	\$32,227.54	\$4,786,722.72	\$5,142,687.88
133	2/1/2031	\$45,945.96	\$13,804.16	\$32,141.80	\$4,818,864.52	\$5,128,883.72
134	3/1/2031	\$45,945.96	\$13,890.43	\$32,055.52	\$4,850,920.04	\$5,114,993.29
135	4/1/2031	\$45,945.96	\$13,977.25	\$31,968.71	\$4,882,888.75	\$5,101,016.04
136	5/1/2031	\$45,945.96	\$14,064.61	\$31,881.35	\$4,914,770.10	\$5,086,951.43
137	6/1/2031	\$45,945.96	\$14,152.51	\$31,793.45	\$4,946,563.55	\$5,072,798.93
138	7/1/2031	\$45,945.96	\$14,240.96	\$31,704.99	\$4,978,268.54	\$5,058,557.96
139	8/1/2031	\$45,945.96	\$14,329.97	\$31,615.99	\$5,009,884.53	\$5,044,228.00
140	9/1/2031	\$45,945.96	\$14,419.53	\$31,526.42	\$5,041,410.95	\$5,029,808.47
141	10/1/2031	\$45,945.96	\$14,509.65	\$31,436.30	\$5,072,847.25	\$5,015,298.81
142	11/1/2031	\$45,945.96	\$14,600.34	\$31,345.62	\$5,104,192.87	\$5,000,698.47
143	12/1/2031	\$45,945.96	\$14,691.59	\$31,254.37	\$5,135,447.24	\$4,986,006.88
144	1/1/2032	\$45,945.96	\$14,783.41	\$31,162.54	\$5,166,609.78	\$4,971,223.47
145	2/1/2032	\$45,945.96	\$14,875.81	\$31,070.15	\$5,197,679.93	\$4,956,347.66
146	3/1/2032	\$45,945.96	\$14,968.78	\$30,977.17	\$5,228,657.10	\$4,941,378.88
147	4/1/2032	\$45,945.96	\$15,062.34	\$30,883.62	\$5,259,540.72	\$4,926,316.54
148	5/1/2032	\$45,945.96	\$15,156.48	\$30,789.48	\$5,290,330.20	\$4,911,160.07
149	6/1/2032	\$45,945.96	\$15,251.21	\$30,694.75	\$5,321,024.95	\$4,895,908.86
150	7/1/2032	\$45,945.96	\$15,346.53	\$30,599.43	\$5,351,624.38	\$4,880,562.34
151	8/1/2032	\$45,945.96	\$15,442.44	\$30,503.51	\$5,382,127.89	\$4,865,119.90
152	9/1/2032	\$45,945.96	\$15,538.96	\$30,407.00	\$5,412,534.89	\$4,849,580.94
153	10/1/2032	\$45,945.96	\$15,636.07	\$30,309.88	\$5,442,844.77	\$4,833,944.86
154	11/1/2032	\$45,945.96	\$15,733.80	\$30,212.16	\$5,473,056.93	\$4,818,211.06
155	12/1/2032	\$45,945.96	\$15,832.14	\$30,113.82	\$5,503,170.75	\$4,802,378.93
156	1/1/2033	\$45,945.96	\$15,931.09	\$30,014.87	\$5,533,185.62	\$4,786,447.84
157	2/1/2033	\$45,945.96	\$16,030.66	\$29,915.30	\$5,563,100.91	\$4,770,417.18
158	3/1/2033	\$45,945.96	\$16,130.85	\$29,815.11	\$5,592,916.02	\$4,754,286.34
159	4/1/2033	\$45,945.96	\$16,231.67	\$29,714.29	\$5,622,630.31	\$4,738,054.67
160	5/1/2033	\$45,945.96	\$16,333.11	\$29,612.84	\$5,652,243.15	\$4,721,721.56
161	6/1/2033	\$45,945.96	\$16,435.20	\$29,510.76	\$5,681,753.91	\$4,705,286.36
162	7/1/2033	\$45,945.96	\$16,537.92	\$29,408.04	\$5,711,161.95	\$4,688,748.45
163	8/1/2033	\$45,945.96	\$16,641.28	\$29,304.68	\$5,740,466.63	\$4,672,107.17
164	9/1/2033	\$45,945.96	\$16,745.29	\$29,200.67	\$5,769,667.30	\$4,655,361.88
165	10/1/2033	\$45,945.96	\$16,849.94	\$29,096.01	\$5,798,763.31	\$4,638,511.94
166	11/1/2033	\$45,945.96	\$16,955.26	\$28,990.70	\$5,827,754.01	\$4,621,556.68
167	12/1/2033	\$45,945.96	\$17,061.23	\$28,884.73	\$5,856,638.74	\$4,604,495.46
168	1/1/2034	\$45,945.96	\$17,167.86	\$28,778.10	\$5,885,416.84	\$4,587,327.60
169	2/1/2034	\$45,945.96	\$17,275.16	\$28,670.80	\$5,914,087.64	\$4,570,052.44
170	3/1/2034	\$45,945.96	\$17,383.13	\$28,562.83	\$5,942,650.46	\$4,552,669.31
171	4/1/2034	\$45,945.96	\$17,491.77	\$28,454.18	\$5,971,104.65	\$4,535,177.54
172	5/1/2034	\$45,945.96	\$17,601.10	\$28,344.86	\$5,999,449.51	\$4,517,576.44
173	6/1/2034	\$45,945.96	\$17,711.10	\$28,234.85	\$6,027,684.36	\$4,499,865.34
174	7/1/2034	\$45,945.96	\$17,821.80	\$28,124.16	\$6,055,808.52	\$4,482,043.54
175	8/1/2034	\$45,945.96	\$17,933.18	\$28,012.77	\$6,083,821.29	\$4,464,110.36
176	9/1/2034	\$45,945.96	\$18,045.27	\$27,900.69	\$6,111,721.98	\$4,446,065.10
177	10/1/2034	\$45,945.96	\$18,158.05	\$27,787.91	\$6,139,509.89	\$4,427,907.05
178	11/1/2034	\$45,945.96	\$18,271.54	\$27,674.42	\$6,167,184.30	\$4,409,635.51
179	12/1/2034	\$45,945.96	\$18,385.73	\$27,560.22	\$6,194,744.53	\$4,391,249.78
180	1/1/2035	\$45,945.96	\$18,500.64	\$27,445.31	\$6,222,189.84	\$4,372,749.13
181	2/1/2035	\$45,945.96	\$18,616.27	\$27,329.68	\$6,249,519.52	\$4,354,132.86

182	3/1/2035	\$45,945.96	\$18,732.63	\$27,213.33	\$6,276,732.85	\$4,335,400.23
183	4/1/2035	\$45,945.96	\$18,849.70	\$27,096.25	\$6,303,829.10	\$4,316,550.53
184	5/1/2035	\$45,945.96	\$18,967.51	\$26,978.44	\$6,330,807.54	\$4,297,583.02
185	6/1/2035	\$45,945.96	\$19,086.06	\$26,859.89	\$6,357,667.44	\$4,278,496.99
186	7/1/2035	\$45,945.96	\$19,205.35	\$26,740.61	\$6,384,408.04	\$4,259,291.60
187	8/1/2035	\$45,945.96	\$19,325.38	\$26,620.57	\$6,411,028.61	\$4,239,966.22
188	9/1/2035	\$45,945.96	\$19,446.17	\$26,499.79	\$6,437,528.40	\$4,220,520.06
189	10/1/2035	\$45,945.96	\$19,567.71	\$26,378.25	\$6,463,906.65	\$4,200,952.35
190	11/1/2035	\$45,945.96	\$19,690.00	\$26,255.95	\$6,490,162.61	\$4,181,262.35
191	12/1/2035	\$45,945.96	\$19,813.07	\$26,132.89	\$6,516,295.50	\$4,161,449.28
192	1/1/2036	\$45,945.96	\$19,936.90	\$26,009.06	\$6,542,304.55	\$4,141,512.38
193	2/1/2036	\$45,945.96	\$20,061.50	\$25,884.45	\$6,568,189.01	\$4,121,450.88
194	3/1/2036	\$45,945.96	\$20,186.89	\$25,759.07	\$6,593,948.07	\$4,101,263.99
195	4/1/2036	\$45,945.96	\$20,313.06	\$25,632.90	\$6,619,580.97	\$4,080,950.94
196	5/1/2036	\$45,945.96	\$20,440.01	\$25,505.94	\$6,645,086.92	\$4,060,510.93
197	6/1/2036	\$45,945.96	\$20,567.76	\$25,378.19	\$6,670,465.11	\$4,039,943.16
198	7/1/2036	\$45,945.96	\$20,696.31	\$25,249.64	\$6,695,714.76	\$4,019,246.89
199	8/1/2036	\$45,945.96	\$20,825.66	\$25,120.29	\$6,720,835.05	\$3,998,421.19
200	9/1/2036	\$45,945.96	\$20,955.82	\$24,990.13	\$6,745,825.18	\$3,977,465.37
201	10/1/2036	\$45,945.96	\$21,086.80	\$24,859.16	\$6,770,684.34	\$3,956,378.57
202	11/1/2036	\$45,945.96	\$21,218.59	\$24,727.37	\$6,795,411.71	\$3,935,159.98
203	12/1/2036	\$45,945.96	\$21,351.21	\$24,594.75	\$6,820,006.46	\$3,913,808.78
204	1/1/2037	\$45,945.96	\$21,484.65	\$24,461.30	\$6,844,467.76	\$3,892,324.12
205	2/1/2037	\$45,945.96	\$21,618.93	\$24,327.03	\$6,868,794.79	\$3,870,705.20
206	3/1/2037	\$45,945.96	\$21,754.05	\$24,191.91	\$6,892,986.69	\$3,848,951.19
207	4/1/2037	\$45,945.96	\$21,890.01	\$24,055.94	\$6,917,042.64	\$3,827,061.14
208	5/1/2037	\$45,945.96	\$22,026.82	\$23,919.13	\$6,940,961.77	\$3,805,034.31
209	6/1/2037	\$45,945.96	\$22,164.49	\$23,781.46	\$6,964,743.23	\$3,782,869.82
210	7/1/2037	\$45,945.96	\$22,303.02	\$23,642.94	\$6,988,386.17	\$3,760,566.80
211	8/1/2037	\$45,945.96	\$22,442.41	\$23,503.54	\$7,011,889.71	\$3,738,124.39
212	9/1/2037	\$45,945.96	\$22,582.68	\$23,363.28	\$7,035,252.99	\$3,715,541.71
213	10/1/2037	\$45,945.96	\$22,723.82	\$23,222.14	\$7,058,475.13	\$3,692,817.89
214	11/1/2037	\$45,945.96	\$22,865.54	\$23,080.11	\$7,081,555.24	\$3,669,952.05
215	12/1/2037	\$45,945.96	\$23,008.76	\$22,937.20	\$7,104,492.44	\$3,646,943.29
216	1/1/2038	\$45,945.96	\$23,152.56	\$22,793.40	\$7,127,285.83	\$3,623,790.73
217	2/1/2038	\$45,945.96	\$23,297.26	\$22,648.69	\$7,149,934.53	\$3,600,493.47
218	3/1/2038	\$45,945.96	\$23,442.87	\$22,503.08	\$7,172,437.61	\$3,577,050.60
219	4/1/2038	\$45,945.96	\$23,589.39	\$22,356.57	\$7,194,794.18	\$3,553,461.21
220	5/1/2038	\$45,945.96	\$23,736.82	\$22,209.13	\$7,217,003.31	\$3,529,724.39
221	6/1/2038	\$45,945.96	\$23,885.18	\$22,060.78	\$7,239,064.09	\$3,505,839.21
222	7/1/2038	\$45,945.96	\$24,034.46	\$21,911.50	\$7,260,975.58	\$3,481,804.75
223	8/1/2038	\$45,945.96	\$24,184.68	\$21,761.28	\$7,282,736.86	\$3,457,620.07
224	9/1/2038	\$45,945.96	\$24,335.83	\$21,610.13	\$7,304,346.99	\$3,433,284.24
225	10/1/2038	\$45,945.96	\$24,487.93	\$21,458.03	\$7,325,805.01	\$3,408,796.31
226	11/1/2038	\$45,945.96	\$24,640.98	\$21,304.98	\$7,347,109.99	\$3,384,155.34
227	12/1/2038	\$45,945.96	\$24,794.98	\$21,150.97	\$7,368,260.96	\$3,359,360.35
228	1/1/2039	\$45,945.96	\$24,949.95	\$20,996.00	\$7,389,256.96	\$3,334,410.40
229	2/1/2039	\$45,945.96	\$25,105.89	\$20,840.06	\$7,410,097.03	\$3,309,304.51
230	3/1/2039	\$45,945.96	\$25,262.80	\$20,683.15	\$7,430,780.18	\$3,284,041.70
231	4/1/2039	\$45,945.96	\$25,420.69	\$20,525.26	\$7,451,305.44	\$3,258,621.01
232	5/1/2039	\$45,945.96	\$25,579.57	\$20,366.38	\$7,471,671.82	\$3,233,041.44
233	6/1/2039	\$45,945.96	\$25,739.45	\$20,206.51	\$7,491,878.33	\$3,207,301.99
234	7/1/2039	\$45,945.96	\$25,900.32	\$20,045.64	\$7,511,923.97	\$3,181,401.67
235	8/1/2039	\$45,945.96	\$26,062.19	\$19,883.76	\$7,531,807.73	\$3,155,339.48
236	9/1/2039	\$45,945.96	\$26,225.08	\$19,720.87	\$7,551,528.60	\$3,129,114.39
237	10/1/2039	\$45,945.96	\$26,388.99	\$19,556.96	\$7,571,085.57	\$3,102,725.40
238	11/1/2039	\$45,945.96	\$26,553.92	\$19,392.03	\$7,590,477.60	\$3,076,171.48
239	12/1/2039	\$45,945.96	\$26,719.88	\$19,226.07	\$7,609,703.67	\$3,049,451.60
240	1/1/2040	\$45,945.96	\$26,886.88	\$19,059.07	\$7,628,762.75	\$3,022,564.71
241	2/1/2040	\$45,945.96	\$27,054.93	\$18,891.03	\$7,647,653.77	\$2,995,509.79
242	3/1/2040	\$45,945.96	\$27,224.02	\$18,721.94	\$7,666,375.71	\$2,968,285.77
243	4/1/2040	\$45,945.96	\$27,394.17	\$18,551.79	\$7,684,927.50	\$2,940,891.60
244	5/1/2040	\$45,945.96	\$27,565.38	\$18,380.57	\$7,703,308.07	\$2,913,326.27
245	6/1/2040	\$45,945.96	\$27,737.67	\$18,208.29	\$7,721,516.36	\$2,885,588.55
246	7/1/2040	\$45,945.96	\$27,911.03	\$18,034.93	\$7,739,551.29	\$2,857,677.52

247	8/1/2040	\$45,945.96	\$28,085.47	\$17,860.48	\$7,757,411.77	\$2,829,592.05
248	9/1/2040	\$45,945.96	\$28,261.01	\$17,684.95	\$7,775,096.72	\$2,801,331.05
249	10/1/2040	\$45,945.96	\$28,437.64	\$17,508.32	\$7,792,605.04	\$2,772,893.41
250	11/1/2040	\$45,945.96	\$28,615.37	\$17,330.58	\$7,809,935.62	\$2,744,278.04
251	12/1/2040	\$45,945.96	\$28,794.22	\$17,151.74	\$7,827,087.36	\$2,715,483.82
252	1/1/2041	\$45,945.96	\$28,974.18	\$16,971.77	\$7,844,059.14	\$2,686,509.64
253	2/1/2041	\$45,945.96	\$29,155.27	\$16,790.69	\$7,860,849.82	\$2,657,354.37
254	3/1/2041	\$45,945.96	\$29,337.49	\$16,608.46	\$7,877,458.29	\$2,628,016.88
255	4/1/2041	\$45,945.96	\$29,520.85	\$16,425.11	\$7,893,883.39	\$2,598,496.03
256	5/1/2041	\$45,945.96	\$29,705.36	\$16,240.60	\$7,910,123.99	\$2,568,790.67
257	6/1/2041	\$45,945.96	\$29,891.01	\$16,054.94	\$7,926,178.93	\$2,538,899.66
258	7/1/2041	\$45,945.96	\$30,077.83	\$15,868.12	\$7,942,047.06	\$2,508,821.83
259	8/1/2041	\$45,945.96	\$30,265.82	\$15,680.14	\$7,957,727.19	\$2,478,556.01
260	9/1/2041	\$45,945.96	\$30,454.98	\$15,490.98	\$7,973,218.17	\$2,448,101.03
261	10/1/2041	\$45,945.96	\$30,645.32	\$15,300.63	\$7,988,518.80	\$2,417,455.70
262	11/1/2041	\$45,945.96	\$30,836.86	\$15,109.10	\$8,003,627.90	\$2,386,618.85
263	12/1/2041	\$45,945.96	\$31,029.59	\$14,916.37	\$8,018,544.27	\$2,355,589.26
264	1/1/2042	\$45,945.96	\$31,223.52	\$14,722.43	\$8,033,266.70	\$2,324,365.74
265	2/1/2042	\$45,945.96	\$31,418.67	\$14,527.29	\$8,047,793.98	\$2,292,947.07
266	3/1/2042	\$45,945.96	\$31,615.04	\$14,330.92	\$8,062,124.90	\$2,261,332.03
267	4/1/2042	\$45,945.96	\$31,812.63	\$14,133.33	\$8,076,258.23	\$2,229,519.40
268	5/1/2042	\$45,945.96	\$32,011.46	\$13,934.50	\$8,090,192.72	\$2,197,507.94
269	6/1/2042	\$45,945.96	\$32,211.53	\$13,734.42	\$8,103,927.15	\$2,165,296.41
270	7/1/2042	\$45,945.96	\$32,412.85	\$13,533.10	\$8,117,460.25	\$2,132,883.56
271	8/1/2042	\$45,945.96	\$32,615.43	\$13,330.52	\$8,130,790.77	\$2,100,268.12
272	9/1/2042	\$45,945.96	\$32,819.28	\$13,126.68	\$8,143,917.45	\$2,067,448.84
273	10/1/2042	\$45,945.96	\$33,024.40	\$12,921.56	\$8,156,839.00	\$2,034,424.44
274	11/1/2042	\$45,945.96	\$33,230.80	\$12,715.15	\$8,169,554.16	\$2,001,193.64
275	12/1/2042	\$45,945.96	\$33,438.50	\$12,507.46	\$8,182,061.62	\$1,967,755.15
276	1/1/2043	\$45,945.96	\$33,647.49	\$12,298.47	\$8,194,360.09	\$1,934,107.66
277	2/1/2043	\$45,945.96	\$33,857.78	\$12,088.17	\$8,206,448.26	\$1,900,249.88
278	3/1/2043	\$45,945.96	\$34,069.39	\$11,876.56	\$8,218,324.82	\$1,866,180.48
279	4/1/2043	\$45,945.96	\$34,282.33	\$11,663.63	\$8,229,988.45	\$1,831,898.16
280	5/1/2043	\$45,945.96	\$34,496.59	\$11,449.36	\$8,241,437.81	\$1,797,401.56
281	6/1/2043	\$45,945.96	\$34,712.20	\$11,233.76	\$8,252,671.57	\$1,762,689.37
282	7/1/2043	\$45,945.96	\$34,929.15	\$11,016.81	\$8,263,688.38	\$1,727,760.22
283	8/1/2043	\$45,945.96	\$35,147.45	\$10,798.50	\$8,274,486.88	\$1,692,612.77
284	9/1/2043	\$45,945.96	\$35,367.13	\$10,578.83	\$8,285,065.71	\$1,657,245.64
285	10/1/2043	\$45,945.96	\$35,588.17	\$10,357.79	\$8,295,423.50	\$1,621,657.47
286	11/1/2043	\$45,945.96	\$35,810.60	\$10,135.36	\$8,305,558.86	\$1,585,846.88
287	12/1/2043	\$45,945.96	\$36,034.41	\$9,911.54	\$8,315,470.40	\$1,549,812.46
288	1/1/2044	\$45,945.96	\$36,259.63	\$9,686.33	\$8,325,156.73	\$1,513,552.84
289	2/1/2044	\$45,945.96	\$36,486.25	\$9,459.71	\$8,334,616.43	\$1,477,066.59
290	3/1/2044	\$45,945.96	\$36,714.29	\$9,231.67	\$8,343,848.10	\$1,440,352.30
291	4/1/2044	\$45,945.96	\$36,943.75	\$9,002.20	\$8,352,850.30	\$1,403,408.54
292	5/1/2044	\$45,945.96	\$37,174.65	\$8,771.30	\$8,361,621.61	\$1,366,233.89
293	6/1/2044	\$45,945.96	\$37,406.99	\$8,538.96	\$8,370,160.57	\$1,328,826.90
294	7/1/2044	\$45,945.96	\$37,640.79	\$8,305.17	\$8,378,465.74	\$1,291,186.11
295	8/1/2044	\$45,945.96	\$37,876.04	\$8,069.91	\$8,386,535.65	\$1,253,310.07
296	9/1/2044	\$45,945.96	\$38,112.77	\$7,833.19	\$8,394,368.84	\$1,215,197.30
297	10/1/2044	\$45,945.96	\$38,350.97	\$7,594.98	\$8,401,963.82	\$1,176,846.33
298	11/1/2044	\$45,945.96	\$38,590.67	\$7,355.29	\$8,409,319.11	\$1,138,255.66
299	12/1/2044	\$45,945.96	\$38,831.86	\$7,114.10	\$8,416,433.21	\$1,099,423.80
300	1/1/2045	\$45,945.96	\$39,074.56	\$6,871.40	\$8,423,304.61	\$1,060,349.29
301	2/1/2045	\$45,945.96	\$39,318.77	\$6,627.18	\$8,429,931.79	\$1,021,030.47
302	3/1/2045	\$45,945.96	\$39,564.51	\$6,381.44	\$8,436,313.23	\$981,465.96
303	4/1/2045	\$45,945.96	\$39,811.79	\$6,134.16	\$8,442,447.39	\$941,654.17
304	5/1/2045	\$45,945.96	\$40,060.62	\$5,885.34	\$8,448,332.73	\$901,593.55
305	6/1/2045	\$45,945.96	\$40,311.00	\$5,634.96	\$8,453,967.69	\$861,282.55
306	7/1/2045	\$45,945.96	\$40,562.94	\$5,383.02	\$8,459,350.71	\$820,719.61
307	8/1/2045	\$45,945.96	\$40,816.46	\$5,129.50	\$8,464,480.20	\$779,903.16
308	9/1/2045	\$45,945.96	\$41,071.56	\$4,874.39	\$8,469,354.60	\$738,831.60
309	10/1/2045	\$45,945.96	\$41,328.26	\$4,617.70	\$8,473,972.30	\$697,503.34
310	11/1/2045	\$45,945.96	\$41,586.56	\$4,359.40	\$8,478,331.69	\$655,916.78
311	12/1/2045	\$45,945.96	\$41,846.48	\$4,099.48	\$8,482,431.17	\$614,070.30

312	1/1/2046	\$45,945.96	\$42,108.02	\$3,837.94	\$8,486,269.11	\$571,962.29
313	2/1/2046	\$45,945.96	\$42,371.19	\$3,574.76	\$8,489,843.87	\$529,591.10
314	3/1/2046	\$45,945.96	\$42,636.01	\$3,309.94	\$8,493,153.82	\$486,955.08
315	4/1/2046	\$45,945.96	\$42,902.49	\$3,043.47	\$8,496,197.29	\$444,052.60
316	5/1/2046	\$45,945.96	\$43,170.63	\$2,775.33	\$8,498,972.62	\$400,881.97
317	6/1/2046	\$45,945.96	\$43,440.44	\$2,505.51	\$8,501,478.13	\$357,441.53
318	7/1/2046	\$45,945.96	\$43,711.95	\$2,234.01	\$8,503,712.14	\$313,729.58
319	8/1/2046	\$45,945.96	\$43,985.15	\$1,960.81	\$8,505,672.95	\$269,744.44
320	9/1/2046	\$45,945.96	\$44,260.05	\$1,685.90	\$8,507,358.85	\$225,484.38
321	10/1/2046	\$45,945.96	\$44,536.68	\$1,409.28	\$8,508,768.13	\$180,947.71
322	11/1/2046	\$45,945.96	\$44,815.03	\$1,130.92	\$8,509,899.05	\$136,132.67
323	12/1/2046	\$45,945.96	\$45,095.13	\$850.83	\$8,510,749.88	\$91,037.55
324	1/1/2047	\$45,945.96	\$45,376.97	\$568.98	\$8,511,318.87	\$45,660.58
325	2/1/2047	\$45,945.96	\$45,660.58	\$285.38	\$8,511,604.24	\$0.00



"Building Relationships to Create Self-Directed Learners"

A New Mexico Public Charter School
An Educational Pipeline for Engineering & Design & Biomedical Science Careers

EXHIBIT D

January 16, 2020

Lease Purchase Agreement
Sources of Funds Statement

ASK Academy is requesting approval to enter into a Lease Purchase Agreement for the school's new facility. The monthly payments under the structured amortization schedule will be \$45,945.96 for thirty years. This is equal to \$551,351.52 on an annual basis. The school intends to use the Lease Assistance Grant and Student Equalization Guarantee funds in order to meet this obligation. In addition, the school will use a portion of SB-9 funds and any Capital Outlay allocations received, to make additional principal payments.

Lease Assistance Grant Funds

ASK Academy currently has 552 students on the 40th day of 2019-20. With the new facility, the school anticipates growth of up to 600 students within the next few years. The current student enrollment with anticipated growth will allow the school to conservatively budget revenue from the Lease Assistance Grant. With a conservative estimate of the grant allocating \$746 per student, the school is receiving \$388,591 for 2019-20, and can project receiving a minimum of this amount, increasing each year based on actual student counts submitted to the New Mexico Public Education Department.

Student Equalization Guarantee Funds

After estimating the revenue from the Lease Assistance Grant, the school projects having to utilize \$162,760.52 from its operational fund in order to meet the financial obligation of the Lease Purchase Agreement. SEG revenue for 2019-20 is \$4,301,947. This represents 3.8% of the school's 2019-20 SEG revenue.

Additional Sources of Revenue for Principal Payments

The ASK Academy is included in SB-9 bond revenue and anticipates using a portion of this revenue to make additional payments. ASK has also received Capital Outlay allocations totaling \$544,000 in the last five legislative sessions. A portion of the funds received from these sources, along with any additional bond revenue, will be used to make principal payments. This will reduce the number of monthly payments and save the school hundreds of thousands of dollars over the term of the Lease Purchase Agreement.

If you have questions, please call Dan Barbour, Director of Finance, at The ASK Academy 505-891-0757.



STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
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CHRISTOPHER N. RUSZKOWSKI
SECRETARY OF EDUCATION

SUSANA MARTINEZ
GOVERNOR

December 27, 2018

SENT BY USPS FIRST-CLASS MAIL AND ELECTRONIC MAIL

Patricia Matthews
Attorney at Law
Matthews Fox, PC
1925 Aspen Drive, Suite 301A
Santa Fe, New Mexico 87505

Re: Revised Lease Purchase Arrangement between The ASK Academy Education Foundation and The ASK Academy

Ms. Matthews:

The Public Education Department has reviewed the revised Lease Purchase Arrangement between The ASK Academy Education Foundation and The ASK Academy, together with the appertaining exhibits and referenced documents (referred to together in this letter as the "Lease Purchase Arrangement"), for compliance with the pertinent sections of the Public School Lease Purchase Act, Chapter 22, Article 26A NMSA 1978, and with the applicable provisions of other New Mexico statutes.

The specific Lease Purchase Arrangement the Public Education Department reviewed was the revised version of the financing agreement Robert F. Sánchez, Public Education Department Assistant General Counsel, sent you on December 11, 2018, with the additional changes both of you agreed to in the subsequent electronic communications. For reference purposes, a copy of the rewritten Lease Purchase Arrangement is enclosed with this letter.

The Public Education Department's position in having reviewed and approved the Lease Purchase Arrangement was that formation of the financing agreement was left to the arms-length negotiations between The ASK Academy Education Foundation, as the owner-lessor, and The ASK Academy, as the charter school-lessee, with the advice and assistance of their respective attorneys, and that such matters were beyond the purview or authority of our state agency under the relevant New Mexico laws.

Patricia Matthews
December 27, 2018
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The Public Education Department by this letter informs The ASK Academy's governing body that, based on our state agency's review, the Lease Purchase Arrangement identified above has been approved in accordance with Section 22-26A-4(B) NMSA 1978.

As is provided in the Lease Purchase Arrangement itself, the financing agreement is subject to approval by the Public School Facilities Authority, pursuant to Section 22-20-1(A)(2) NMSA 1978.

Please send Pamela Jones, with the Public Education Department's Office of General Counsel, a fully executed copy of the Lease Purchase Arrangement, as well as complete copies of all accompanying exhibits and related documents, when those become available to you.

The Public Education Department wishes The ASK Academy continued success in its mission of "emphasizing science, technology, engineering, and mathematics (STEM) curricula to create a learning culture through: project-based learning experiences, 21st century technology, research programs, relationship building, and a partnership program engaging scholars in the learning process."

Thank you for your attention to this letter, and please contact Mr. Sánchez if you have any questions about its contents.

Regards,



Marian K. Rael
Acting Deputy Secretary of Finance & Operations

MKR/aar/rfs

Enclosure: as stated

E-copies: Christopher N. Ruszkowski, Secretary of Education
Aaron A. Rodriguez, Deputy General Counsel
David Craig, School Budget & Finance Analysis Bureau Director
Antonio Ortiz, Capital Outlay Bureau Director
Michael R. Smith, The ASK Academy Governing Council President
Denise Irion, Public School Facilities Authority CFO (w/ enclosure)

LEASE PURCHASE ARRANGEMENT

Dated as of JANUARY 17, 2019,

by and between

THE ASK ACADEMY EDUCATION FOUNDATION
A New Mexico Nonprofit Corporation,

and

THE ASK ACADEMY,
A New Mexico state-authorized public charter school.

THIS LEASE PURCHASE ARRANGEMENT, dated as of JANUARY 17, 2019 ("Agreement"), is made and executed by and between, The ASK Academy Education Foundation, a New Mexico nonprofit corporation as lessor ("Lessor"), and The ASK Academy, a New Mexico public charter school as lessee ("Lessee").

RECITALS

A. Lessee is New Mexico public charter school as defined in NMSA 1978, §22-8B-22-8B-2(A), authorized by the New Mexico Public Education Commission, and may enter into a "lease purchase arrangement" or "financing agreement" as defined in NMSA 1978, §22-26A-3(A), part of the Public School Lease Purchase Act, NMSA 1978, §22-26A-1, *et seq.* ("Public School Lease Purchase Act").

B. Lessor is a non-profit corporation duly organized, in good standing, and existing under the New Mexico Non-Profit Corporation Act, NMSA 1978, §53-8-1, *et seq.*, and is authorized under its articles of incorporation, bylaws, action of its board of directors, and applicable law, to own and manage its properties, to conduct its affairs in the state of New Mexico, to lease and sell the Property to the Lessee, and to otherwise act in the manner contemplated herein.

C. Lessor is the purchaser under a Real Estate Contract with Rachel Matthew Development (identified with specificity in Subsection 2.2(a) at page 6 of this Agreement), of approximately 0.82 acres of developed land including an existing approximately 5,910 square foot building and improvements, commonly described as 4500 Sundt Road NE, Rio Rancho, New Mexico 87124, more particularly described in Exhibit A attached hereto (hereafter "Property").

D. Lessee's governing body has determined that it is necessary, desirable, and in Lessee'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 the Property from the Lessor through a lease purchase arrangement.

E. Lessee's governing body has not formally pledged its credit as security for the debt or financial obligations of the Lessor or any other domestic or foreign private nonprofit corporation, relative to this Agreement as prohibited by the New Mexico Constitution at Article 9, §14.

F. The Base Rent and Additional Rent (both as hereinafter defined) payable by the Lessee hereunder shall constitute currently appropriated expenditures of the Lessee and the Lessee shall, for the term of this Agreement, authorize and appropriate the payments required hereunder for such year. No obligation for payment hereunder shall constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of the Lessee, or a mandatory charge or requirement against the Lessee in any fiscal year (as hereinafter defined) beyond the fiscal year for which such payments have been appropriated.

G. This Agreement, once fully executed by the parties, replaces and supersedes the Lease Agreement executed by and between the Lessor and Lessee for the Property on November 1, 2018.

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 Lessee agree as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. Shall have the meaning ascribed to in unless otherwise specified in this Agreement, the capitalized terms used herein shall have the meanings specified below.

“Additional Rent” shall have the meaning ascribed to it in Section 5.3 hereof and all other amounts due by the Lessee under the terms of this Agreement, except Base Rent, as provided in Section 4.1 hereof.

“Agreement,” for all purposes herein and as to all appertaining exhibits and documents, shall have the same legal meaning and effect as either the term “lease purchase arrangement” or “financing agreement,” as these latter two terms are defined in NMSA 1978, §22-26A-3(A), whether capitalized herein or not.

“Base Rent” means the amount of “Base Rent” shown on Exhibit B attached hereto for each month of this Agreement and as defined in Section 5.1(a) herein.

“Base Rent Commencement Date” means the first payment of Base Rent due and payable on the twentieth (20th) day of the first month following the Commencement Date.

“Capital improvement” means any structure or other asset added to the Property or its structural components, including the surrounding public school grounds, that involves the expenditure of public funds, and that is distinguished from ordinary maintenance and repairs.

“Certificate of Occupancy” means the governmental authorization to permit the Lessee to occupy the Property.

“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, 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).

“E-Occupancy” means the requirements for educational occupancy of a facility as described pursuant to the International Building Code.

"Event of Default" shall have the meaning ascribed to it in Article XI.

"Lessee's Representative" means the chair of Lessee's governing body or any other person duly authorized by Lessee to act on its behalf under or with respect to this Agreement.

"Lessor's Representative" means Lessor's board president or any other person duly authorized by Lessor to act on its behalf under or with respect to this Agreement.

"Lease Payments" means, collectively, any payments due from Lessee to Lessor under this Agreement and in accordance with Article V hereof, payable from funds specifically appropriated year to year by Lessee for such purpose from any legally available funds.

"Lease Purchase Arrangement" shall have the meaning ascribed to it in NMSA 1978, §§22-26A-1, *et seq.* as amended.

"Net Proceeds" means any insurance proceeds or condemnation award paid on the Property, remaining after payment of all costs and expenses incurred in the collection of those amounts.

"NMPED" means the New Mexico Public Education Department.

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

"Property" means, collectively, the land, improvements, furnishings and equipment leased by the Lessor to the Lessee under this Agreement and as described in Exhibit "A."

"Public Education Commission" means the New Mexico Public Education Commission, authorized to approve, deny, suspend or revoke a charter of a state-authorized charter school according to NMSA 1978, §22-8B-16.

"PSFA" means the New Mexico Public School Facilities Authority.

"Public Securities Act" means NMSA 1978, §§6-14-1, *et seq.*

"Requirements of Law" means any 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, pertaining to this Agreement and the matters hereunder.

"State" means the State of New Mexico.

"Statewide Adequacy Standards" mean the standards set forth in Title 6, Chapter 27,

Part 30 NMAC (08/31/2005), and any subsequent versions thereof, subject to any variances granted to Lessee by the Public School 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, not to exceed thirty (30) years after the date of execution hereof, as provided in NMSA 1978, §22-26A-5(C).

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

Exhibit A – Description of the Property

Exhibit B – Base Rent Schedule

Exhibit C – Planned Funding Sources to make Lease Payments

Exhibit D – Copies of the New Mexico Public Education Department’s and Public School Facilities Authority’s individual approvals of this Agreement.

ARTICLE II REPRESENTATIONS, COVENANTS, AND WARRANTIES

Section 2.1 Representations, Covenants, and Warranties of Lessee. Lessee represents, covenants, and warrants as follows:

(a) It is a duly authorized and existing public charter school under the provisions of the Charter Schools Act, NMSA 1978, §22-8B-1, *et seq.* (“Act”). The Lessee’s charter is authorized by the Public Education Commission.

(b) It has full power and authority to lease, operate, maintain, and acquire under an option to purchase the Property, to execute and deliver this Agreement, and perform the related transactions in accordance with the 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 Lessee’s governing body.

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

(e) It has immediate need for, and expects to make immediate use of, the Property 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) To the knowledge of the Lessee, there is no litigation or proceeding currently pending or threatened against the Lessee or any other person affecting the right of the Lessee to execute and deliver this Agreement, the ability of the Lessee to make the payments required

hereunder, or the ability of the Lessee otherwise to comply with its obligations under this Agreement.

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

(h) It shall conform to and comply with all applicable municipal, state, and federal laws, ordinances, rules and regulations in its use of the Property, and Lessee will not use or suffer to be used the Property 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.

(i) It shall use its best efforts to purchase the Property 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, 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.

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

(a) It is a non-profit corporation duly organized, in good standing, and existing under the New Mexico Non-Profit Corporation Act, NMSA 1978, §53-8-1, *et seq.*, and is authorized under its articles of incorporation, bylaws, action of its board of directors, and applicable law, to own and manage its properties, to conduct its affairs in the state of New Mexico, to lease and sell the Property to the Lessee, subject to the Real Estate Contract between Rachael Matthew Development, a domestic for-profit corporation, and Lessor, executed on November 1, 2018 and filed of record on January 3, 2019 as Document No. 2019000135 in Book 422, at Page 135 of the official records of the Office of the Clerk of Sandoval County, New Mexico (“Real Estate Contract”), and to otherwise act in the manner contemplated herein.

(b) It is in good standing with respect to the terms and conditions of the Real Estate Contract. Rachael Matthew Development holds legal title to the Property, to the extent of Lessor’s payment obligations under the Real Estate Contract, while Lessor holds equitable title to the Property.

(c) It shall at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew its tax exempt status and all the rights and powers provided to it under its articles of incorporation, bylaws, action of its board of directors, and applicable law.

(d) 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.

(e) The Improvements will be constructed to E-Occupancy standards and will meet all applicable Statewide Adequacy Standards. The Property will be leased from Lessor in accordance with all Requirements of Law.

(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 Lessor is now a party or by which Lessor is bound or constitutes a default under any of the foregoing.

(g) Except as specifically provided in this Agreement and except as may be provided between the parties, the Lessor may assign the Agreement, its rights to payments from the Lessee or its duties and obligations hereunder or thereunder to any other person, firm, or corporation so long as said assignment does not impair or violate the representations, covenants, and warranties contained herein.

(h) 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.

(i) To the best of the Lessor's knowledge, the Lessor has not received any notice that the Property 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 Property.

(j) 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 the Lessee 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 or the Improvements 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 Property to Lessee, and Lessee hereby leases the Property 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 laws. This Agreement, once fully executed, shall supersede any prior written agreement between the parties for the lease of the Property.

Section 3.2 Possession and Enjoyment. During the Term of this Agreement, Lessor shall provide Lessee with quiet use and enjoyment of the Property and during such term Lessee shall peaceably and quietly have and hold and enjoy the Property, without suit, trouble, or hindrance from Lessor, except as expressly set forth herein. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee 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 Property as provided in Section 3.4 hereof.

Section 3.3 Use. The Property shall be used and occupied only for educational and related purposes, and for no other purpose. No portion of the Property shall be used for religious or sectarian purposes. Lessee 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 condition, race, creed, color, sex, gender identity, sexual orientation, spousal affiliation, national origin, religion, ancestry or need for special education services, or any other protected class under either state or federal law.

Section 3.4 Lessor's Access to Property. Lessee agrees that following the Commencement Date of this Agreement, Lessor during the Term shall have the right during Lessee's normal working hours on Lessee's normal working days, upon compliance with any security requirements imposed by Lessee and upon reasonable notice, to enter on and examine and inspect the Property for the purpose of assuring that it is being properly maintained, preserved, and kept in good repair and condition. Lessee further agrees that Lessor shall have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by Lessee 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 Property.

ARTICLE IV TERM OF AGREEMENT

Section 4.1 Term. The Term shall commence upon the Commencement Date, and continue for no more than ten (10) years from the date of its execution by the parties ("Term"); provided, however, that this Agreement may terminate sooner 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 Property by Lessee pursuant to Article VI;
- (b) a default by Lessee and Lessor's election to terminate this Agreement pursuant to Article XI;
- (c) a default by Lessor and Lessee's election to terminate this Agreement pursuant to Article XI;
- (d) if sufficient money is not available to meet any current lease payment, as provided in NMSA 1978, §22-26A-5(J);
- (e) an event of non-appropriation as defined in Section 4.5, herein; or
- (f) Lessee's charter is revoked or not renewed by the Public Education Commission and any adverse final decision by the Secretary of Public Education on such prior action by the chartering authority is not set aside or reversed by the district court pursuant to the provisions of NMSA 1978, §39-3-1.1.

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

(a) All unaccrued obligations of Lessee hereunder shall terminate, but all obligations of Lessee 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 a non-appropriation as defined in Section 4.5 hereof, or an Event of Default as defined in Article XI hereof, (i) Lessee's right to possession of the Property shall terminate; and (ii) Lessee shall, within sixty (60) days, vacate the Property. If termination occurs because of non-renewal or revocation of Lessee's charter, lease payments shall be paid through the date of its closure, subject to (i) NMSA 1978, §22-2-2(C) as set forth hereinabove, and (ii) NMSA 1978, §22 8B-12.1(C), which provides that when a charter school is closed, its assets shall be distributed first to satisfy outstanding payroll obligations for employees of the charter school, then to creditors of the charter school and then to the State of New Mexico's treasury to the credit of the current school fund.

(c) Lien on Improvements by Lessee. If State or Lessee's charter 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 Property in favor of Lessee and then, if this Agreement is terminated prior to the final payment and the release of the security interest or the transfer of title, at the option of the Lessee: (1) Lessee may foreclose the real estate lien on the Property; or (2) the current market value of the Property 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 Lessee, 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 of valid and enforceable liens against the Property.

Section 4.4 Continuation. Notwithstanding any other provision in this Agreement, the parties stipulate and agree: (a) that there is no legal obligation for Lessee to continue this

Agreement from year to year or to purchase the Property, as provided in NMSA 1978, §22-26A-5(I); and (b) that this Agreement shall be terminated if sufficient money is not available to meet any current lease payment hereunder, in accordance with NMSA 1978, §22-26A-5(J).

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

(a) An "Event of Non-appropriation" shall mean (i) a failure by the State legislature to appropriate, or the Public Education Department to then distribute, sufficient funds to Lessee to make the Base Rent and Additional Rent payments required by this Agreement; or (ii) a failure by the Lessee to appropriate sufficient amounts to proceed under Section 7.6(c) hereof following the occurrence of an event described in Section 7.6(a) hereof.

(b) In the event that the governing authority of the Lessee shall decide, in its sole discretion and consistent with New Mexico law, to exercise its statutory right not to continue this Agreement, effective on June 30 of any fiscal year, the Lessee shall give written notice within five (5) days of such determination to the Lessor. The exercise of the Lessee's annual option to not renew this Agreement shall be conclusively determined by the Lessee's failure, for any reason, (a) to appropriate by June 30 of each Fiscal Year sufficient amounts authorized and directed to be used to pay all Base Rent due in the next ensuing Fiscal Year or (b) upon the occurrence of any of the other events described in the definition of Event of Non-appropriation herein.

(c) Any decision not to continue this Agreement shall be made solely by the governing authority of the Lessee and not by any other agency or official of the Lessee, except as otherwise provided in the New Mexico Public School Code.

(d) If an Event of Non-appropriation occurs, the Lessee 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 the Lessee for the fiscal year during which such Event of Non-appropriation occurs; provided, however, the Lessee shall continue to be liable for Base Rent and Additional Rent, to the extent payable from legally available moneys, allocable to any period during which the School shall continue to occupy or retain possession of the Facility.

ARTICLE V
AGREEMENT LEASE PAYMENTS

Section 5.1 Lease Payments.

(a) Base Rent. Lessee agrees to pay Lessor, its successors and assigns, for the right to use, improve, and acquire by purchase the Property, and Lessor agrees to accept as full lease payments for the Property a sum equal to the monthly lease payment amount set forth in Exhibit "B" to this Agreement, the first payment being due and payable on the twentieth (20th) day of the first month following the Commencement Date ("Base Rent Commencement Date") hereof and each succeeding month thereafter during the Term of this Agreement, unless it is terminated sooner as provided for herein. Any partial month will be calculated on a *pro rata* basis.

(b) Interest Rate. Lessor and Lessee acknowledge and agree that the net effective interest rate for the purchase price shall be 7.5% for the period from the Base Rent Commencement Date through May 31, 2023; thereafter, Lessor and Lessee acknowledge and agree that the interest rate for the Purchase Price shall be at an annual interest rate of two

percent (2%) over the interest rate charged to Lessor by the REC seller (such interest rate being subject to change from time to time based on changes in the interest rate on the corresponding or appertaining loan(s) made to the REC seller and charged to the Lessor on the REC). The annual interest rate currently is expected to change as of June 1, 2023, but the Lessor covenants that the interest rate shall be adjusted to a rate not to exceed 10% for the period from June 1, 2023 through and including the final Base Rent payment. Lessor further acknowledges and agrees that at no time shall the net effective interest rate for the purchase price exceed the maximum rate set by the Public Securities Act, (NMSA 1978, §6-14-3(B)) as amended.

(c) Allocation to Principal. A portion of each Base Rent payment is paid as, and represents payment of, interest as shown on Exhibit "B" hereto, which sets forth the principal and interest component of each payment made under the Agreement. Upon receipt of each Base Rent payment, Lessor shall apply the amount of each payment to principal and interest as shown on Exhibit "B," thereby reducing the purchase price due.

Section 5.2 Budgeting. In any School fiscal year (July 1 to June 30) that this Agreement is in effect, Lessee shall 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 Rents and one hundred and five percent (105%) of the estimated Additional Rent and any other obligations payable by Lessee under this Agreement, provided that the inclusion of any such amount is not in contravention of New Mexico law. The Base Rent, Additional Rent and other obligations payable by Lessee under this Agreement shall constitute currently appropriated expenditures of Lessee and shall not constitute a debt or multiple fiscal year direct or indirect obligations whatsoever of Lessee or a mandatory charge or requirement against Lessee in any fiscal year (July 1 to June 30) beyond the fiscal year for which such payments have been approved.

Section 5.3 Additional Rent. In addition to the Base Rent, Lessee shall pay Additional Rent during the Term as herein provided. Additional Rent shall be estimated annually by the Lessee and shall be in an amount sufficient to pay the following costs during the next ensuing fiscal year, provided that the payment of such costs and or any other costs, fees or expenses under this Agreement is not in violation of the New Mexico Constitution at Article IX, Section 14, or any pertinent New Mexico statutory or common law: (i) the reasonable fees and expenses of the Lessor related to the Property including, but without limitation, administration and management fees; (ii) the cost of insurance premiums for insurance deemed necessary or desirable in Lessor's reasonable discretion; and (iii) all other costs expressly required to be paid by the Lessor hereunder, if any. The Additional Rent may be adjusted during the Term of this Agreement in the discretion of the Lessor and with the consent of the Lessee, subject to the approval of the Public Education Department in accordance with NMSA 1978, §22-26A-5(L). If the Lessee elects to extend the Agreement for the next ensuing fiscal year, the Lessee's obligation under this Agreement to pay Additional Rent during such fiscal year shall be limited to the amount so appropriated for Additional Rent and any amounts subsequently appropriated by supplemental appropriations for payment of Additional Rent during such fiscal year. Additional Rental obligations in excess of the amounts so appropriated shall in no event be due or owing from the Lessee.

Section 5.4 Nature of Payment. The Lessee and Lessor acknowledge and agree that the Base Rent and Additional Rent hereunder shall constitute currently appropriated expenditures of the Lessee and may be paid from any legally available funds. The Lessee'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 the Lessee within the meaning of any constitutional or statutory prohibition or limitation. 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 Lessee within the meaning of any constitutional or statutory limitation or requirement. This Agreement does not directly or indirectly obligate the Lessee to make any payments beyond those appropriated for any fiscal year for which payments have been appropriated.

Section 5. Manner of Payment. The Base Rent and any Additional Rent shall be paid from Commencement Date and continuing on the twentieth (20th) day of every month of the Term thereafter by lawful money of the United States of America.

Section 5.6 Funding of Improvements to Property. Lessee and Lessor agree that Lessee may use all legally available funds to acquire, construct, equip, install, or make improvements to the Property during the Term of this Agreement. Prior to any termination of this Agreement as provided hereunder, Lessor may require Lessee to remove at Lessee's own expense any improvements to the Property that were funded by Lessee.

Section 5.7 Taxes and Assessments. During the Term, if the Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments, or charges lawfully made by any governmental body, the Lessee 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, the Lessee shall be obligated to provide only for such installments as are required to be paid during the Term of this Agreement. The Lessee shall not allow any liens for taxes, assessments, or governmental charges to exist with respect to the Property or Improvements or any portion thereof (including any taxes levied thereon which, if not paid, will become a charge on the rentals and receipts from the Property or any portion thereof, or any interest therein, including the interest Lessor) or the rentals and revenues derived therefrom or hereunder. If the Lessee shall first notify Lessor of the intention of the Lessee to do so, the Lessee may, at the expense and in the name of the Lessee, 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 the Lessee that, in the opinion of independent counsel, whose reasonable fees shall be paid by the Lessee, by nonpayment of any such items the Property or the Improvements 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). Lessor shall cooperate in any efforts by Lessee to contest any taxes or assessments. Lessor agrees to cooperate with Lessee in applying to the Bernalillo County Assessor for tax exempt status for the Property at the earliest date the Property is eligible for said exemption.

Section 5.8 Utilities. During the Term, the Lessee 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 Property, and the Lessee shall place all such utilities in its name.

Section 5.9 No Pledge of Lessee's Credit. Lessee's governing body has not formally pledged its credit as security for the debt or financial obligations of the Lessor or any other domestic or foreign private nonprofit corporation, relative to this Agreement as prohibited by the New Mexico Constitution at Article 9, §14.

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 Lessee the option to purchase the Property upon the terms and conditions set forth in this Agreement and as permitted under the Public School Lease Purchase Act.

Section 6.2 Exercise of Option. Lessee may exercise its option to purchase the Property after payment of the final periodic lease payment or at an earlier date as determined by the Lessee's governing body and agreed to by Lessor in writing, but in no event shall the option to purchase be exercised prior to Lessee making the 120th Base Rent payment and provided that if the purchase of and transfer of title to the Property is not completed within 180 (one hundred eighty) days of Lessee's final periodic lease payment, Lessee's option to purchase hereunder shall expire and thereafter be of no further force or effect.

Section 6.3 Notice of Sale and Transfer. Lessee's option to proceed with the purchase of and transfer of title to the Property after payment of the final periodic lease payment shall be exercised by written notice to Lessor, sent by registered or certified mail to Lessor's address as stated herein, or to any other address designated by Lessor in writing to Lessee. Lessee will make best efforts to provide written notice of its intent to exercise the Option to Purchase not less than two (2) months prior to the final periodic lease payment. Lessee's failure to provide timely notice of its intent to proceed to purchase within the timeframe stated herein, shall not cause a forfeiture of Lessee's right to exercise the Option to Purchase, if Lessee is not otherwise in default of this Agreement.

Section 6.4 Purchase Price/Interest Rate. The purchase price for the Property shall be \$750,000 (Seven Hundred Fifty Thousand Dollars). The outstanding principal shall bear interest at the rate as set forth in Section 5.1(b).

Section 6.5 Purchase Price on Exercise of Option. The Purchase Price for the Property on early exercise of the option to purchase as contemplated in Section 6.3 shall be the amount necessary to pay the outstanding principal balance on the unpaid purchase price as of the date agreed to by the Lessor and as set forth in the schedule attached at Exhibit "B" hereto, plus any accrued and unpaid interest to that date, with any penalties for interest forbearance, as well as any associated closing costs. 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, NMSA 1978, §6-14-3(B), as amended.

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

Section 6.7 Transfer of Title. Lessor shall convey the Property to Lessee free and clear of any mortgage, indenture, or other encumbrance of record. The conveyance shall be by a standard form special warranty deed from Lessor to Lessee.

Section 6.8 Agreement is Subordinate. Lessee's rights under this Agreement are and shall be subject and subordinate to any underlying mortgage (including a consolidated mortgage), indenture, real estate contract, or deed of trust constituting a superior lien on the Property, or any part thereof, whether such mortgage, indenture, or deed of trust has heretofore been, or may hereafter be, placed upon the Property to secure Lessor's indebtedness to any bank or other financial institution, trust company, or other financial lender, whether private or public, for the purchase of the Property, or to any renewal, modification, consolidation, replacement, or extension of any such mortgage, indenture, deed of trust or real estate contract. This subordination clause applies only to a superior lien securing any indebtedness that will 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. Lessee 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, deed of trust or real estate contract to contain provisions requiring the holder of the indebtedness secured thereby to mail to Lessee by registered mail, addressed to Lessee 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, deed of trust or real estate contract to Lessor. Notwithstanding the provisions of this Article VI hereof, Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage, indenture, deed of trust or real estate contract 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, deed of trust or real estate contract plus any accrued and unpaid interest, fees, penalties and any other amounts necessary to pay all amounts due and secured by the mortgage, indenture, or deed of trust.

Section 6.9 Performance of Lease. The right to exercise the option to purchase as set forth herein is conditioned upon the faithful performance by Lessee of all its covenants, conditions, and agreements under this Agreement, and the payment by Lessee of all Base Rent and Additional Rent, and other payments, if any, as provided for in this Agreement to the date of the completion of the purchase of the Property by Lessee.

Section 6.10 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 6.11 Security Deposit. The parties stipulate that no security deposit was paid by Lessee as part of this Agreement and that none is required.

Section 6.12 Priority. The option to purchase set forth herein shall be a covenant running with the Land, and no conveyance, transfer, easement, or encumbrance thereof shall defeat or adversely affect the option to purchase hereunder.

ARTICLE VII MAINTENANCE AND INSURANCE

Section 7.1 Maintenance and Property Costs. On and after the Commencement Date and for the Term of this Agreement, Lessee agrees to maintain, preserve, and keep the entire Property or cause the Property to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition, subject to normal wear and tear, and that the Lessee will from time to time make or cause to be made all necessary and proper repairs. 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 Property during the Term of this Agreement.

Section 7.2 Removal of Improvements. Except as provided for in Section 4.3(c) and Section 9.3 of this Agreement, Lessee agrees and covenants with Lessor that any and all alterations, additions, and improvements, except 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 Property at the termination of this Agreement, if not removed by the Lessee. Lessee agrees that if such Lessee-owned improvements or fixtures are removed at the termination hereof, it will repair or restore the area of such surface, if removal of Lessee'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 7.3 Liens. Neither Lessee 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 Lessee as herein provided. Except as otherwise expressly provided herein, Lessor and Lessee 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 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 Property 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 Property. Nothing herein shall limit the Lessor's right to refinance or restructure debt against the Property; however, no refinance or restructure shall impair Lessee's rights under the terms of this Agreement. Lessee 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 Lessee with certification from the financial institution that this Agreement does not violate any term or condition of the restructured or refinanced obligation and Lessor shall pay for any of Lessee's costs associated with said refinancing.

Section 7.4 Lessee's Insurance Obligations.

(a) Liability Insurance. Beginning on the Commencement Date, Lessee shall procure and maintain or cause to be carried and maintained in full force and effect during the Term and any extension thereof at Lessee'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 \$100,000 for each accident for property damage liability for the benefit of both Lessee and Lessor as protection against all liability claims arising from activities on the Property, 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. Lessee 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, Lessee shall also carry and maintain or cause to be carried and maintained in full force and effect during the Term and any renewal thereof, at Lessee's sole cost and expense, fire and extended coverage insurance upon the Property, 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 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. In the event that the Property should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, Lessee shall have the option to either continue this Agreement and use the insurance proceeds to replace or repair the Property and on Lessor's behalf, or

terminate this Agreement and tender to the Lessor all such insurance proceeds attributable to the loss or damage to the Property. If for any reason Lessee is prohibited by law or regulation from carrying such insurance, Lessor may obtain such insurance, and Lessee shall pay the premiums of such insurance as Operating Expenses.

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

Section 7.5 Lessor's Insurance. The Lessor shall, from the date of approval of this Agreement, obtain and maintain commercial general liability insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Section 7.6 Damage, Destruction, or Condemnation; Use of Net Proceeds.

(a) *Damage, Destruction, or Condemnation.* If, during the Term of this Agreement, (i) the Property, Improvements, or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; (ii) title to, or the temporary or permanent use of, the Property or any portion thereof or the estate of the Lessee, or the estate of the Lessor in the Property or any portion thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) title to or the use of all or any portion of the Property shall be lost by reason of defect in the title thereto, then, the Lessee shall be obligated, subject to the provisions of Subsection (c) of this Section 7.6 hereof, to continue to pay the amounts specified in Subsection (a) of Section 5.1, but only to the extent of amounts specifically appropriated by the Lessee, to pay Base Rent.

(b) *Repair and Replacement.* To the extent not contrary to applicable law, the Lessee and, to the extent such Net Proceeds are within its control, the Lessor, shall cause such Net Proceeds to be deposited in a separate trust fund held by the Lessor. Except as set forth in Subsection (c) of this Section 7.6 hereof, all Net Proceeds of any insurance, performance bonds, or condemnation awards owed to either the Lessee or the Lessor shall be applied to the prompt repair, restoration, modification, improvement, or replacement of the Property by the Lessor upon receipt of requisitions acceptable to the 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; and (iv) 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. The Lessee shall cooperate with the Lessor 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 Property paid for in whole or in part out of Net Proceeds of the Lessee's Insurance shall be the property of the Lessor, subject to this Agreement, and shall be included as part of the Property under this Agreement.

(c) *Insufficiency of Net Proceeds for Property.* If there occurs an event described in Subsection (a) hereof, and if any Net Proceeds received as a consequence of such event shall be insufficient to pay in full the cost of any repair, restoration, modification,

improvement, or replacement of the Property required under Subsection (b) hereof, the Lessee shall elect one of the following options:

(i) The Lessee may, to the extent permitted by law, in accordance with Subsection (b) hereof, repair, restore, modify, or improve the Property or replace the Property (or portion thereof) with property of a value equal to or in excess of the Property. The Lessor shall not be entitled to an increase in Base Rent if the value of the Property is increased by Lessee's actions described herein.

(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 Property become apparent), the Lessee has not appropriated amounts sufficient to proceed under clause (i) of this Subsection, the Lessee may make demand on the Lessor to make up the insufficiency in the Net Proceeds and if the Lessor refuses, the Lessee 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 the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any portion thereof, and in the prosecution of any action relating to defaults or breaches of warranty under any contract relating to the Property. 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, prospective or pending condemnation proceeding, or any action relating to defaults or breaches of warranty under any contract relating to the Property 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 portion of the Property 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 Lessee's purchase of the Property, Lessor shall be entitled to all compensation awarded, less an amount equal to Lessee's principal payments made to date in accordance with Article VI hereof, plus the value of any improvements placed on the Property by Lessee pursuant to Article IX herein, which portions of the compensation awarded shall be paid to Lessee. Lessee agrees not to enter into any settlement agreement as to the condemnation award to be paid for the taking or partial taking of the Property without Lessor's prior written consent, which consent shall not be unreasonably withheld.

Section 8.2 Condemnation of Other Property Owned by Lessee. Lessee 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 not included in the Property. Lessor agrees that Lessee shall have the option, upon written notice to Lessor, to enter an appearance and defend in any condemnation action as to Lessee's property and upon such election, Lessor shall not be obligated to provide a defense as to Lessee's property, but may do so at Lessor's sole expense.

ARTICLE IX
LESSEE'S IMPROVEMENTS, EQUIPMENT, AND WARRANTIES

Section 9.1 Improvements to Property. Lessee, at its own expense, may remodel, or make additions, modifications, or improvements to the Property, provided that (i) such remodeling, modifications and additions shall not in any way damage the Property as it existed prior thereto, and shall become part of the Property, subject to the provisions of Section 4.3(c) hereof; (ii) the value of the Property after such remodeling, modifications, and additions shall be at least as great as the value of the Property prior thereto; and (iii) the Property, 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. Improvements made by Lessee to the Property shall not change the Lease Payments or the Purchase Price.

Section 9.2 Installation of Lessee's Equipment. Lessee 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 Lessee's judgment, be necessary for its purposes in or upon the Property. All such items shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items upon termination of this Agreement for any reason other than purchase of the Property by Lessee. Nothing in this Agreement shall prevent Lessee 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 Property.

Section 9.3 Warranties. Upon acceptance and execution of this Agreement, Lessor shall assign to Lessee, 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 Property, express or implied, issued on or applicable to the Property, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessee's sole remedy for the breach of such warranties and guarantees shall be against the provider of such work, service, equipment or materials made to or on the Property and not against Lessor, nor shall such matter have any effect whatsoever on the rights of the Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder.

Section 9.4 Disclaimer of Warranties. Upon acceptance of the Property by the Lessee, Lessor makes no warranty or representation, except as stated in Section 9.3 hereof, either express or implied, as to the value, design, condition, merchantability, or fitness for any particular purpose or fitness for the use contemplated by Lessee of the Property, or any other representation or warranty with respect to the Property. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of

this Agreement or the existence, furnishing, functioning or Lessee's use of any portion of the Property provided for in this Agreement.

ARTICLE X ASSIGNMENT, MORTGAGING AND SELLING

Section 10.1 Assignment. Except as expressly provided in this Agreement, neither party shall assign its interests herein. 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 Section 10.1 hereof. 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.

With the prior approval of Lessor, which shall not be unreasonably withheld, this Agreement is assignable by the parties, without cost to Lessee and with all of the rights and benefits of its predecessor in interest in being transferred to the assignee to: (a) a New Mexico school district or charter school; or (b) the State of New Mexico or one of its institutions, instrumentalities, or other political subdivisions.

Section 10.2 Restriction on Mortgage or Sale of Property by Lessee. Prior to closing on the purchase of the Property, Lessee shall not mortgage, sell, assign, transfer, or convey the Property 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.

Section 10.3 Title. Upon Lessee's purchase of the Property pursuant to Article VI of this Agreement, Lessor shall transfer its interest in the Property to Lessee by a standard form special warranty deed, free and clear of any encumbrances of record except those specifically accepted by Lessee.

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 the Lessee to pay any specifically appropriated Base Rent during the Term of this Agreement on, before, or within five (5) 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 the Lessee or the Lessor to observe and perform any covenant, condition, or agreement on its part to be observed or performed 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 Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair Lessee's ability to carry on its operations at the Property, or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee 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 Lessee's charter by the Public Education Commission and the failure by the district court to set aside or reverse any adverse final decision by the Secretary of Public Education on such prior action by the chartering authority, pursuant to the provisions of NMSA 1978, §39-3-1.1.

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

(a) Terminate this Agreement and give written notice to Lessee to vacate the Property within sixty days (60) days from the date of such notice, except where the Event of Default is the revocation or nonrenewal of Lessee's charter by the Public Education Commission as set forth in Section 11.1(d) hereinabove, in which instance termination of this Agreement shall be subject to the supervisory authority of the Public Education Department over all public schools under NMSA 1978, §22-2-2(C) 1978, and to the provision of NMSA 1978, §22-8B-12.1(C) on a charter school closure.

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

(c) Recover from Lessee: (i) to the extent the recovery thereof is permitted by law, the fair rental value of the use of the Property during any period beyond the thirtieth (30th) day following the occurrence of the Event of Default; and (ii) Base Rent and Additional Rent, owed by Lessee after the Lessee vacates the Property for the remainder of the Term of the Fiscal Year in which such Event of Default occurs.

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

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

(a) Give notice to the Lessor of the Lessee's intent to terminate this Agreement as of the end of the Lessee's then current fiscal year or sooner as determined by the Lessee, however, such obligations of the Lessee to pay Lease Payments under Article V, shall continue until the Lessee vacates the Property.

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

(c) Take whatever action, either at law or in equity, as Lessee shall deem most effectual to protect and enforce this Agreement and Lessee'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*, Lessee or Lessor is unable, in whole or in part, to carry out its obligations under this Agreement, Lessor or Lessee 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; 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 Lessee 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 Lessee and not resulting from the negligence of the party claiming a force majeure event. Lessor and Lessee 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 Property. During the Term, Lessor shall hold legal title to the Property and any and all additions which comprise repairs, replacements, substitutions, or modifications, and Lessor shall retain an equitable lien on the title to the Property and any and all repairs, replacements, substitutions, and modifications to it, unless otherwise agreed to by the parties in writing.

Section 12.2 Public Property. Upon approval of this Agreement pursuant to the Public School Lease Purchase Act and its execution by the parties, the Property shall be considered to 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, Lessee, shall at all times keep and maintain the Property in compliance with and shall not cause or permit the Property 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 Property, including, but not limited to, air, soil, subsurface and ground water conditions. Lessee shall not permit any subtenant or other occupant of the Property, 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 Property 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, Lessee will prepare and provide such reports as will evidence compliance by Lessee with Hazardous Materials Laws, and which will evidence that the Property and the uses thereon are in compliance 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 Property (“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 Property; (iii) all claims made or threatened by any third party against a party or the

Property 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 Property that could cause the Property to be subject to any restrictions on the ownership, completion, transferability or use of the premises under any Hazardous Materials Law.

Section 13.2 Lessee's Responsibility. Upon and after acceptance of the Property by the Lessee, Lessee 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 Lessee directly or indirectly arising out of or attributable to the violation by Lessee 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 Property, 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. Without Lessor's prior written consent, which shall not be unreasonably withheld, Lessee shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Property, 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 Property; 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 Property 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) Lessee 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 Property.

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

ARTICLE XIV
LIMITATION OF LIABILITY

Section 14.1 Limitation of Liability. Neither party shall be liable for special, indirect, incidental, punitive or consequential damages arising from a breach of this Agreement.

ARTICLE XV
MISCELLANEOUS

Section 15.1 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 (1) 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.

The Lessor: THE ASK ACADEMY EDUCATION FOUNDATION
4550 Sundt Road NE
Rio Rancho, New Mexico 87124
Attn: Constance Dove Castilleja, President
Email: cdove@theaskacademy.org
Phone: 505.891.0757

With a copy to: Modrall Sperling
P.O. Box 2168
Albuquerque, NM 87103-2168
Attn: Meg Meister
Email: mmeister@modrall.com
Phone: (505) 848-1823

The Lessee: THE ASK ACADEMY CHARTER SCHOOL
4550 Sundt Road NE
Rio Rancho, New Mexico 87124
Attn: Daniel Barbour, Director of Finance
Email: dbarbour@theaskacademy.org
Phone: (505) 891-0757

With a copy to: Matthews Fox, P.C.
1925 Aspen Drive, Suite 301A
Santa Fe, NM 87505
Attn: Patricia Matthews
Email: pmatthews@matthewsfox.com
Phone: (505) 473-3020

Section 15.2 Further Assurances and Corrective Instruments. Lessor and the Lessee agree that so long as this Agreement is in full force and effect and no Event of Default shall have occurred, Lessor and the Lessee shall have full power to carry out the acts and agreements provided herein and they will, so far as it may be authorized by law, from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be, or for otherwise carrying out the intention of or facilitating the performance of this Agreement.

Section 15.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 15.4 Severability. In the event that any provision of this Agreement, other than the requirement of the Lessee to pay Base Rent and Additional Rent, the requirement of Lessor to provide quiet enjoyment of the Property, and the requirement that the obligations of the Lessee to pay Base Rent and Additional Rent under this Agreement are conditioned upon the prior specific appropriation by the Lessee of amounts for such purposes in accordance with the requirements of State law, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.5 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 Lessee and Lessor. Amendments to this Agreement, except amendments that would improve the building or other real property without additional financial obligations to the Lessee, shall be approved by the Public Education Department pursuant to NMSA 1978, §22-26A-5(L).

Section 15.6 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 15.7 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 the State of New Mexico (without giving effect to the State of 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 15.8 Lessor and Lessee Representatives. Whenever under the provisions of this Agreement the approval of Lessor or Lessee is required, or Lessor or Lessee 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 Lessee by a Lessee Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 15.9 Integration. This Agreement contains all of the agreements of Lessee and Lessor respecting the subject matters hereof, and all prior negotiations are merged herein.

Section 15.10 Incorporation. Each and all of 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 15.11 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 15.12 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 the first day following such Saturday, Sunday, or observed holiday that is not a Saturday, Sunday, or such observed holiday.

Section 15.13 No Individual Liability. All covenants, stipulations, promises, agreements, and obligations of the Lessee or Lessor, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the Lessee or Lessor, as the case may be, and not of any member, director, officer, employee, or other agent of the Lessee 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 the Lessee or Lessor or any natural person executing this Agreement or any related document or instrument.

Section 15.14 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

EXHIBIT A
DESCRIPTION OF THE PROPERTY
(Legal, building and improvements)

LEGAL DESCRIPTION: Tract 27-A-1, Industrial Park West, Rio Rancho, New Mexico.

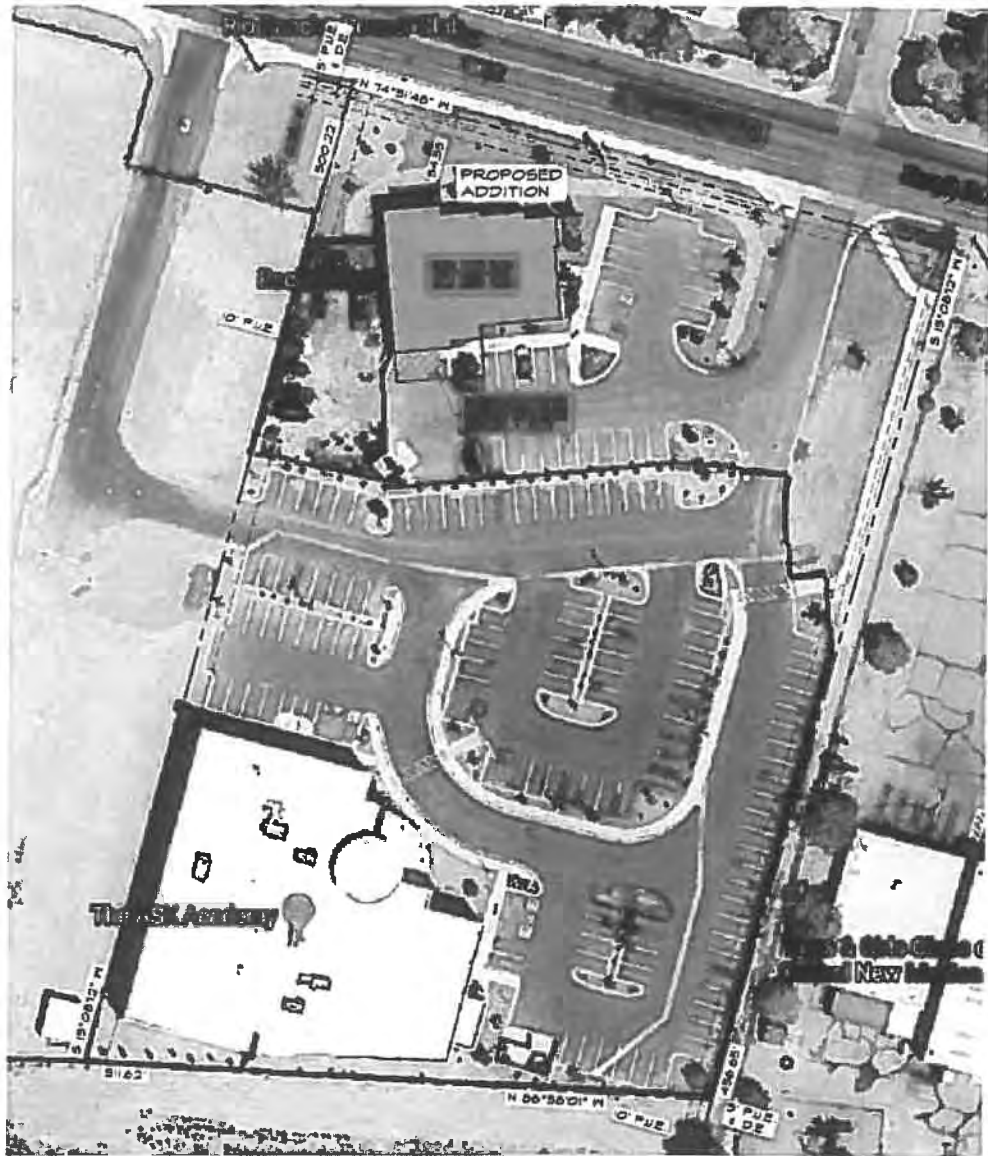
BUILDING AND IMPROVEMENTS: (See attached Floor Plans)

EXHIBIT A DESCRIPTION
OF THE PROPERTY

4500 SUNDT ROAD , NE, RIO RANCH, NEW MEXICO 87124
THE ASK ACADEMY

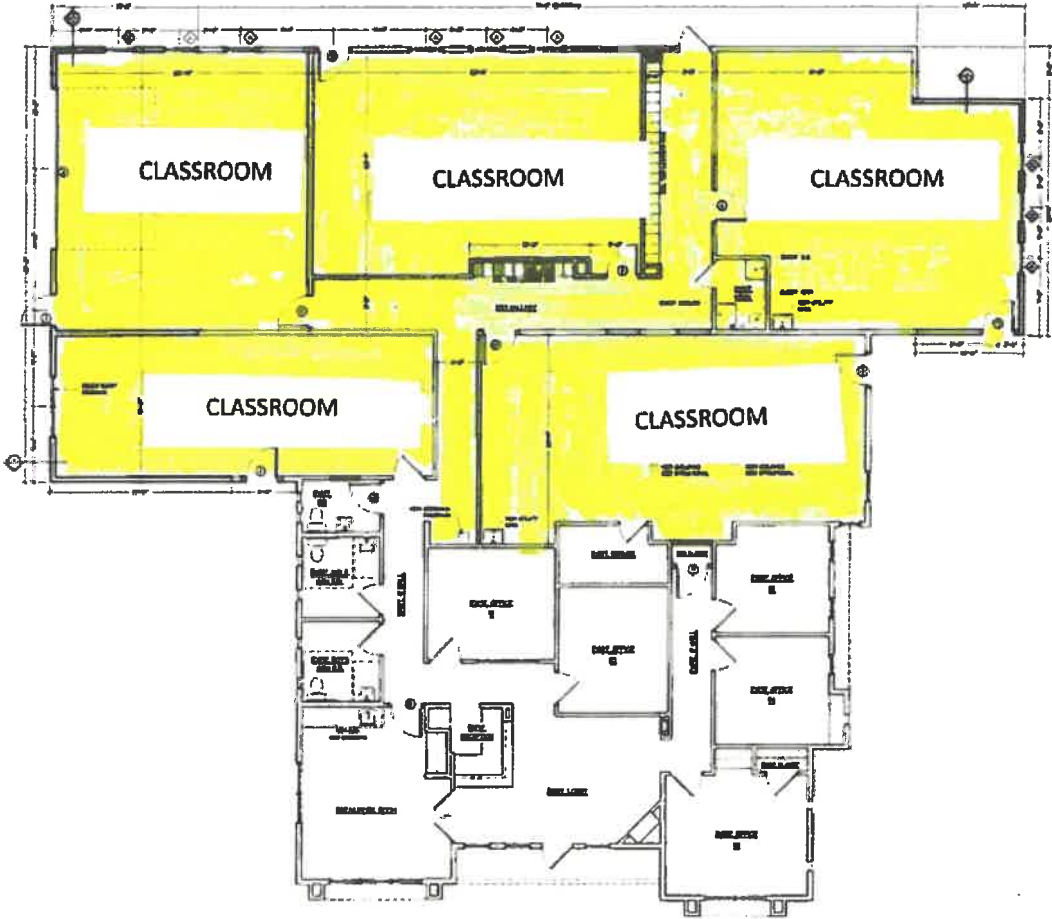


LOCATION MAP
NOT TO SCALE



SITE PLAN
1" = 40'-0"












REMODELED FLOOR PLAN
1/8" = 1'-0"



PLAN LEGEND

-  EXISTING FRAME WALLS TO BE REMOVED
-  EXISTING FRAME WALLS TO REMAIN
-  NEW WALLS
-  NEW OR EXIST. WINDOW TO REMAIN
-  EXIST. WINDOW TO BE REMOVED
-  EXIST. DOOR LOCATION
-  EXIST. DOOR TO BE REMOVED

 ADDED/REMODELED SPACE - TENANT IMPROVEMENTS

<small>THE STATE OF NEW MEXICO</small> <small>BY: DAVID J. PACHECO ARCHITECT</small> <small>REGISTERED ARCHITECT NO. 10247</small> <small>1000 UNIVERSITY AVENUE, SUITE 100, ALBUQUERQUE, NEW MEXICO 87102</small>	
ADWELLING <small>DESIGN</small>	DAVID J. PACHECO ARCHITECT
4500 SUNDT RD. N.E. RIO RANCHO, NEW MEXICO <small>CLIENT: ASK ACADEMY</small>	
FLOOR PLANS	ASK ACADEMY ADDITION
<small>PROJECT NO. 18-038</small> <small>PROJECT PHASE: PRELIMINARY</small> <small>OWNER: ADWELLING</small> <small>DESIGNED BY: DJP / APPROVED BY: DJP</small> <small>DATE: 04.17.18</small> <small>SCALE: AS NOTED</small> <small>0/1</small>	
A1	

EXHIBIT B
BASE RENT SCHEDULE
(See Attached)

EXHIBIT B- BASE RENT SCHEDULE
Lease Purchase Arrangement - The ASK Academy

PURCHASE PRICE	\$750,000
DOWN PAYMENT	
(LEASE AGREEMENT SECURITY DEPOSIT REFUND)	\$35,000
BEGINNING BALANCE	\$715,000
Interest Rate	7.50% through 5.31.2013
Interest Rate	10.00% through 12.1.2028* (Adjustible rate/Maximum - per LPA)
TERM	10 Years (120 Months)

PRINCIPAL & INTEREST

Payment Date	Lease Payment	Principal	Interest	Total Interest	Balance
2/1/2019	\$8,487.18	\$4,018.43	\$4,468.75	\$4,468.75	\$710,981.57
3/1/2019	\$8,487.18	\$4,043.54	\$4,443.63	\$8,912.38	\$706,938.03
4/1/2019	\$8,487.18	\$4,068.81	\$4,418.36	\$13,330.75	\$702,869.22
5/1/2019	\$8,487.18	\$4,094.24	\$4,392.93	\$17,723.68	\$698,774.97
6/1/2019	\$8,487.18	\$4,119.83	\$4,367.34	\$22,091.02	\$694,655.14
7/1/2019	\$8,487.18	\$4,145.58	\$4,341.59	\$26,432.62	\$690,509.56
8/1/2019	\$8,487.18	\$4,171.49	\$4,315.68	\$30,748.30	\$686,338.07
9/1/2019	\$8,487.18	\$4,197.56	\$4,289.61	\$35,037.92	\$682,140.50
10/1/2019	\$8,487.18	\$4,223.80	\$4,263.38	\$39,301.29	\$677,916.71
11/1/2019	\$8,487.18	\$4,250.20	\$4,236.98	\$43,538.27	\$673,666.51
12/1/2019	\$8,487.18	\$4,276.76	\$4,210.42	\$47,748.69	\$669,389.75
1/1/2020	\$8,487.18	\$4,303.49	\$4,183.69	\$51,932.38	\$665,086.26
2/1/2020	\$8,487.18	\$4,330.39	\$4,156.79	\$56,089.16	\$660,755.87
3/1/2020	\$8,487.18	\$4,357.45	\$4,129.72	\$60,218.89	\$656,398.42
4/1/2020	\$8,487.18	\$4,384.69	\$4,102.49	\$64,321.38	\$652,013.73
5/1/2020	\$8,487.18	\$4,412.09	\$4,075.09	\$68,396.46	\$647,601.64
6/1/2020	\$8,487.18	\$4,439.67	\$4,047.51	\$72,443.97	\$643,161.97
7/1/2020	\$8,487.18	\$4,467.41	\$4,019.76	\$76,463.74	\$638,694.56
8/1/2020	\$8,487.18	\$4,495.34	\$3,991.84	\$80,455.58	\$634,199.22
9/1/2020	\$8,487.18	\$4,523.43	\$3,963.75	\$84,419.32	\$629,675.79
10/1/2020	\$8,487.18	\$4,551.70	\$3,935.47	\$88,354.80	\$625,124.09
11/1/2020	\$8,487.18	\$4,580.15	\$3,907.03	\$92,261.82	\$620,543.94
12/1/2020	\$8,487.18	\$4,608.78	\$3,878.40	\$96,140.22	\$615,935.16
1/1/2021	\$8,487.18	\$4,637.58	\$3,849.59	\$99,989.82	\$611,297.58
2/1/2021	\$8,487.18	\$4,666.57	\$3,820.61	\$103,810.43	\$606,631.01
3/1/2021	\$8,487.18	\$4,695.73	\$3,791.44	\$107,601.87	\$601,935.28
4/1/2021	\$8,487.18	\$4,725.08	\$3,762.10	\$111,363.97	\$597,210.20
5/1/2021	\$8,487.18	\$4,754.61	\$3,732.56	\$115,096.53	\$592,455.59
6/1/2021	\$8,487.18	\$4,784.33	\$3,702.85	\$118,799.38	\$587,671.26
7/1/2021	\$8,487.18	\$4,814.23	\$3,672.95	\$122,472.32	\$582,857.03
8/1/2021	\$8,487.18	\$4,844.32	\$3,642.86	\$126,115.18	\$578,012.71
9/1/2021	\$8,487.18	\$4,874.60	\$3,612.58	\$129,727.76	\$573,138.11
10/1/2021	\$8,487.18	\$4,905.06	\$3,582.11	\$133,309.87	\$568,233.05

EXHIBIT B- BASE RENT SCHEDULE

Lease Purchase Arrangement - The ASK Academy

11/1/2021	\$8,487.18	\$4,935.72	\$3,551.46	\$136,861.33	\$563,297.33
12/1/2021	\$8,487.18	\$4,966.57	\$3,520.61	\$140,381.94	\$558,330.76
1/1/2022	\$8,487.18	\$4,997.61	\$3,489.57	\$143,871.50	\$553,333.15
2/1/2022	\$8,487.18	\$5,028.84	\$3,458.33	\$147,329.84	\$548,304.31
3/1/2022	\$8,487.18	\$5,060.27	\$3,426.90	\$150,756.74	\$543,244.03
4/1/2022	\$8,487.18	\$5,091.90	\$3,395.28	\$154,152.01	\$538,152.13
5/1/2022	\$8,487.18	\$5,123.73	\$3,363.45	\$157,515.46	\$533,028.40
6/1/2022	\$8,487.18	\$5,155.75	\$3,331.43	\$160,846.89	\$527,872.66
7/1/2022	\$8,487.18	\$5,187.97	\$3,299.20	\$164,146.10	\$522,684.68
8/1/2022	\$8,487.18	\$5,220.40	\$3,266.78	\$167,412.87	\$517,464.29
9/1/2022	\$8,487.18	\$5,253.02	\$3,234.15	\$170,647.03	\$512,211.26
10/1/2022	\$8,487.18	\$5,285.86	\$3,201.32	\$173,848.35	\$506,925.40
11/1/2022	\$8,487.18	\$5,318.89	\$3,168.28	\$177,016.63	\$501,606.51
12/1/2022	\$8,487.18	\$5,352.14	\$3,135.04	\$180,151.67	\$496,254.38
1/1/2023	\$8,487.18	\$5,385.59	\$3,101.59	\$183,253.26	\$490,868.79
2/1/2023	\$8,487.18	\$5,419.25	\$3,067.93	\$186,321.19	\$485,449.54
3/1/2023	\$8,487.18	\$5,453.12	\$3,034.06	\$189,355.25	\$479,996.43
4/1/2023	\$8,487.18	\$5,487.20	\$2,999.98	\$192,355.23	\$474,509.23
5/1/2023	\$8,487.18	\$5,521.49	\$2,965.68	\$195,320.91	\$468,987.73

**MAXIMUM
ADJUSTED INTEREST
RATE (ESTIMATED)**

Interest Rate **10%**

BALANCE OF TERM **67 Months**

PRINCIPAL & INTEREST

Payment Date	Lease Payment	Principal	Interest	Total Interest	Balance
6/1/2023	\$9,163.22	\$5,254.99	\$3,908.23	\$3,908.23	\$463,732.74
7/1/2023	\$9,163.22	\$5,298.78	\$3,864.44	\$7,772.67	\$458,433.96
8/1/2023	\$9,163.22	\$5,342.94	\$3,820.28	\$11,592.95	\$453,091.03
9/1/2023	\$9,163.22	\$5,387.46	\$3,775.76	\$15,368.71	\$447,703.56
10/1/2023	\$9,163.22	\$5,432.36	\$3,730.86	\$19,099.58	\$442,271.21
11/1/2023	\$9,163.22	\$5,477.63	\$3,685.59	\$22,785.17	\$436,793.58
12/1/2023	\$9,163.22	\$5,523.27	\$3,639.95	\$26,425.12	\$431,270.31
1/1/2024	\$9,163.22	\$5,569.30	\$3,593.92	\$30,019.03	\$425,701.01
2/1/2024	\$9,163.22	\$5,615.71	\$3,547.51	\$33,566.54	\$420,085.30
3/1/2024	\$9,163.22	\$5,662.51	\$3,500.71	\$37,067.25	\$414,422.79
4/1/2024	\$9,163.22	\$5,709.70	\$3,453.52	\$40,520.78	\$408,713.09
5/1/2024	\$9,163.22	\$5,757.28	\$3,405.94	\$43,926.72	\$402,955.81
6/1/2024	\$9,163.22	\$5,805.25	\$3,357.97	\$47,284.68	\$397,150.56
7/1/2024	\$9,163.22	\$5,853.63	\$3,309.59	\$50,594.27	\$391,296.93
8/1/2024	\$9,163.22	\$5,902.41	\$3,260.81	\$53,855.08	\$385,394.52
9/1/2024	\$9,163.22	\$5,951.60	\$3,211.62	\$57,066.70	\$379,442.92

EXHIBIT B- BASE RENT SCHEDULE**Lease Purchase Arrangement - The ASK Academy**

10/1/2024	\$9,163.22	\$6,001.20	\$3,162.02	\$60,228.73	\$373,441.72
11/1/2024	\$9,163.22	\$6,051.21	\$3,112.01	\$63,340.74	\$367,390.52
12/1/2024	\$9,163.22	\$6,101.63	\$3,061.59	\$66,402.33	\$361,288.89
1/1/2025	\$9,163.22	\$6,152.48	\$3,010.74	\$69,413.07	\$355,136.41
2/1/2025	\$9,163.22	\$6,203.75	\$2,959.47	\$72,372.54	\$348,932.66
3/1/2025	\$9,163.22	\$6,255.45	\$2,907.77	\$75,280.31	\$342,677.21
4/1/2025	\$9,163.22	\$6,307.58	\$2,855.64	\$78,135.95	\$336,369.63
5/1/2025	\$9,163.22	\$6,360.14	\$2,803.08	\$80,939.03	\$330,009.50
6/1/2025	\$9,163.22	\$6,413.14	\$2,750.08	\$83,689.11	\$323,596.36
7/1/2025	\$9,163.22	\$6,466.58	\$2,696.64	\$86,385.75	\$317,129.77
8/1/2025	\$9,163.22	\$6,520.47	\$2,642.75	\$89,028.50	\$310,609.30
9/1/2025	\$9,163.22	\$6,574.81	\$2,588.41	\$91,616.91	\$304,034.49
10/1/2025	\$9,163.22	\$6,629.60	\$2,533.62	\$94,150.53	\$297,404.89
11/1/2025	\$9,163.22	\$6,684.85	\$2,478.37	\$96,628.90	\$290,720.05
12/1/2025	\$9,163.22	\$6,740.55	\$2,422.67	\$99,051.57	\$283,979.50
1/1/2026	\$9,163.22	\$6,796.72	\$2,366.50	\$101,418.07	\$277,182.77
2/1/2026	\$9,163.22	\$6,853.36	\$2,309.86	\$103,727.92	\$270,329.41
3/1/2026	\$9,163.22	\$6,910.47	\$2,252.75	\$105,980.67	\$263,418.93
4/1/2026	\$9,163.22	\$6,968.06	\$2,195.16	\$108,175.83	\$256,450.87
5/1/2026	\$9,163.22	\$7,026.13	\$2,137.09	\$110,312.92	\$249,424.74
6/1/2026	\$9,163.22	\$7,084.68	\$2,078.54	\$112,391.46	\$242,340.06
7/1/2026	\$9,163.22	\$7,143.72	\$2,019.50	\$114,410.96	\$235,196.34
8/1/2026	\$9,163.22	\$7,203.25	\$1,959.97	\$116,370.93	\$227,993.09
9/1/2026	\$9,163.22	\$7,263.28	\$1,899.94	\$118,270.87	\$220,729.82
10/1/2026	\$9,163.22	\$7,323.80	\$1,839.42	\$120,110.28	\$213,406.01
11/1/2026	\$9,163.22	\$7,384.84	\$1,778.38	\$121,888.67	\$206,021.18
12/1/2026	\$9,163.22	\$7,446.38	\$1,716.84	\$123,605.51	\$198,574.80
1/1/2027	\$9,163.22	\$7,508.43	\$1,654.79	\$125,260.30	\$191,066.37
2/1/2027	\$9,163.22	\$7,571.00	\$1,592.22	\$126,852.52	\$183,495.37
3/1/2027	\$9,163.22	\$7,634.09	\$1,529.13	\$128,381.65	\$175,861.28
4/1/2027	\$9,163.22	\$7,697.71	\$1,465.51	\$129,847.16	\$168,163.57
5/1/2027	\$9,163.22	\$7,761.86	\$1,401.36	\$131,248.52	\$160,401.71
6/1/2027	\$9,163.22	\$7,826.54	\$1,336.68	\$132,585.20	\$152,575.18
7/1/2027	\$9,163.22	\$7,891.76	\$1,271.46	\$133,856.66	\$144,683.42
8/1/2027	\$9,163.22	\$7,957.52	\$1,205.70	\$135,062.36	\$136,725.89
9/1/2027	\$9,163.22	\$8,023.84	\$1,139.38	\$136,201.74	\$128,702.05
10/1/2027	\$9,163.22	\$8,090.70	\$1,072.52	\$137,274.26	\$120,611.35
11/1/2027	\$9,163.22	\$8,158.12	\$1,005.09	\$138,279.35	\$112,453.23
12/1/2027	\$9,163.22	\$8,226.11	\$937.11	\$139,216.46	\$104,227.12
1/1/2028	\$9,163.22	\$8,294.66	\$868.56	\$140,085.02	\$95,932.46
2/1/2028	\$9,163.22	\$8,363.78	\$799.44	\$140,884.46	\$87,568.68
3/1/2028	\$9,163.22	\$8,433.48	\$729.74	\$141,614.20	\$79,135.19
4/1/2028	\$9,163.22	\$8,503.76	\$659.46	\$142,273.66	\$70,631.43
5/1/2028	\$9,163.22	\$8,574.62	\$588.60	\$142,862.25	\$62,056.81
6/1/2028	\$9,163.22	\$8,646.08	\$517.14	\$143,379.39	\$53,410.73
7/1/2028	\$9,163.22	\$8,718.13	\$445.09	\$143,824.48	\$44,692.60
8/1/2028	\$9,163.22	\$8,790.78	\$372.44	\$144,196.92	\$35,901.82

EXHIBIT B- BASE RENT SCHEDULE

Lease Purchase Arrangement - The ASK Academy

9/1/2028	\$9,163.22	\$8,864.04	\$299.18	\$144,496.10	\$27,037.78
10/1/2028	\$9,163.22	\$8,937.90	\$225.31	\$144,721.42	\$18,099.88
11/1/2028	\$9,163.22	\$9,012.39	\$150.83	\$144,872.25	\$9,087.49
12/1/2028	\$9,163.22	\$9,087.49	\$75.73	\$144,947.98	\$0.00

EXHIBIT C
Planned Funding Sources and Budget to make Lease Payments
(See Attached)

EXHIBIT B

SOURCE OF FUNDS FOR FACILITY PAYMENTS PURSUANT TO
LEASE PURCHASE ARRANGEMENT

THE ASK ACADEMY

Purchase Price/Balance	\$750,000.00/\$715,000.00
Monthly Payment	Total: \$8,487.18
Total Annual Payment	\$101,846.16

DESCRIPTION OF FUNDING SOURCES	TOTAL	PROJECTED ANNUAL 80/120 MEM	Per MEM LEASE REIMBURSEMENT
<i>Based on FY16 Funding</i>			
¹ PSFA Lease Assistance Award pursuant to NMSA 1978, §22-24-4(I)	\$73,625. (Estimated for this site)	100	\$736.25
² Supplemental Payments from Operational (SEG)	(See below)		
³ Supplemental Payments from SB9 (Public School Capital Improvements Act, NMSA 1978, §22-25-1, <i>et seq.</i>)	\$28,221.16		
⁴ Supplemental Payments from HB33 (Public School Buildings Act, NMSA 1978, §22-26-1, <i>et seq.</i>)	\$ N/A		
TOTAL FUNDS AVAILABLE	\$101,846.16		

¹Projected PSCOC Lease Assistance Award assumes per-member funding remaining at the multiplier of \$736.25/member, which factor was applied in FY18 and has been approved by the PSCOC as the rate applied for FY19. 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 or decrease when considering its source of funds.

²The School projects that it will receive sufficient proceeds from the local mill levy proceeds to supplement the Lease Reimbursement Award, such that the Lessee will not expend money from its Operational funds for lease payments. If there is a predicted shortfall in mill levy proceeds in any year of the LPA, the Lessee will budget sufficient funds from its Operational funds to make its lease payments.

³Based on 2018 mill levy proceeds (SB9) received to date, the Lessee projects that it can pay the differential between the Lease Assistance Award and the lease payment.

⁴HB33 funds are not currently available in Sandoval County.

EXHIBIT D

Copies of the New Mexico Public Education Department's and Public School Facilities Authority's individual approvals of this Agreement.
(See Attached)



STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 DON GASPAR
SANTA FE, NEW MEXICO 87501-2786
Telephone (505) 827-5800
www.ped.state.nm.us

CHRISTOPHER N. RUSZKOWSKI
SECRETARY OF EDUCATION

SUSANA MARTINEZ
GOVERNOR

December 27, 2018

SENT BY USPS FIRST-CLASS MAIL AND ELECTRONIC MAIL

Patricia Matthews
Attorney at Law
Matthews Fox, PC
1925 Aspen Drive, Suite 301A
Santa Fe, New Mexico 87505

Re: Revised Lease Purchase Arrangement between The ASK Academy Education Foundation and The ASK Academy

Ms. Matthews:

The Public Education Department has reviewed the revised Lease Purchase Arrangement between The ASK Academy Education Foundation and The ASK Academy, together with the appertaining exhibits and referenced documents (referred to together in this letter as the "Lease Purchase Arrangement"), for compliance with the pertinent sections of the Public School Lease Purchase Act, Chapter 22, Article 26A NMSA 1978, and with the applicable provisions of other New Mexico statutes.

The specific Lease Purchase Arrangement the Public Education Department reviewed was the revised version of the financing agreement Robert F. Sánchez, Public Education Department Assistant General Counsel, sent you on December 11, 2018, with the additional changes both of you agreed to in the subsequent electronic communications. For reference purposes, a copy of the rewritten Lease Purchase Arrangement is enclosed with this letter.

The Public Education Department's position in having reviewed and approved the Lease Purchase Arrangement was that formation of the financing agreement was left to the arms-length negotiations between The ASK Academy Education Foundation, as the owner-lessor, and The ASK Academy, as the charter school-lessee, with the advice and assistance of their respective attorneys, and that such matters were beyond the purview or authority of our state agency under the relevant New Mexico laws.

Patricia Matthews
December 27, 2018
Page 2

The Public Education Department by this letter informs The ASK Academy's governing body that, based on our state agency's review, the Lease Purchase Arrangement identified above has been approved in accordance with Section 22-26A-4(B) NMSA 1978.

As is provided in the Lease Purchase Arrangement itself, the financing agreement is subject to approval by the Public School Facilities Authority, pursuant to Section 22-20-1(A)(2) NMSA 1978.

Please send Pamela Jones, with the Public Education Department's Office of General Counsel, a fully executed copy of the Lease Purchase Arrangement, as well as complete copies of all accompanying exhibits and related documents, when those become available to you.

The Public Education Department wishes The ASK Academy continued success in its mission of "emphasizing science, technology, engineering, and mathematics (STEM) curricula to create a learning culture through: project-based learning experiences, 21st century technology, research programs, relationship building, and a partnership program engaging scholars in the learning process."

Thank you for your attention to this letter, and please contact Mr. Sánchez if you have any questions about its contents.

Regards,



Marian K. Rael
Acting Deputy Secretary of Finance & Operations

MKR/aar/rfs

Enclosure: as stated

E-copies: Christopher N. Ruszkowski, Secretary of Education
Aaron A. Rodriguez, Deputy General Counsel
David Craig, School Budget & Finance Analysis Bureau Director
Antonio Ortiz, Capital Outlay Bureau Director
Michael R. Smith, The ASK Academy Governing Council President
Denise Irion, Public School Facilities Authority CFO (w/ enclosure)

EXHIBIT D

**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**

June 15, 2018

Dan Busse, General Manager
The ASK Academy
4550 Sundt Road NE,
Rio Rancho, NM 87124

RE: Proposed Facility for The ASK Academy, 4500 Sundt Road NE, Rio Rancho, NM 87124

VIA E-MAIL

Mr. Busse,

Public School Facilities Authority (PSFA) has assessed the proposed facilities for The ASK Academy, as you are considering entering into a lease-purchase agreement for this facility. This assessment was conducted pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1(A) (2)NMSA 1978.

Per your request on May 12, 2018 PSFA performed an assessment/review of the proposed Construction Drawings and existing facility on May 21, 2018 for the proposed Charter School indicated above.

PSFA is pleased to advise you that this assessment combined with the proposed construction drawings has resulted in a weighted New Mexico Condition Index (wNMCI) score of 3.23 % which is better (lower is better) than the current wNMCI statewide average of 23.78% as required by this statute. If you decide to move to this facility, PSFA understands that 100% construction drawings will be produced by a licensed architect registered in the state of New Mexico. These plans will demonstrate the required Educational Occupancy, which must be acquired prior to occupancy. Please provide PSFA with copy of Certificate of Occupancy denoting "E" Educational Occupancy.

This assessment combined with the proposed construction drawings concludes this facility located at 4500 Sundt Road NE, Rio Rancho, NM 87124 meets the requirements of 22-8B-4.2 NMSA 1978 and 22-20-1(A)(2)NMSA1978.

Based on the above information the Public School Facilities Authority is pleased to indicate this facility meets the requirements stated above. Please contact the Public Education Department and provide them with this information as they are the Agency that approves the lease purchase agreement.

Please feel free to contact me if you have any questions or concerns regarding this correspondence. I can be reached at (505) 468-0295.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Tim", with a stylized flourish at the end.

Timothy Rybarczyk, Facilities Specialist
Public School Facilities Authority

Cc; Norma Ahlskog, PSFA Financial Specialist
Martica Casias, Planning & Design Manager



The ASK Academy Charter School

5-Year Facilities
Master Plan and
Educational
Specifications
2019 - 2024



ACKNOWLEDGEMENTS

The ASK Academy Charter School
4550 Sundt Road, Rio Rancho, NM 87124
Phone: (505) 891-0757, Fax: (505) 891-2115
<http://theaskacademy.org/>

Governing Council

Chair – Dr. Jeanne Forrester
Vice Chair – Dr. Denise Gonzales
Secretary – Michael Malloy
Director – Edgar Short
Director – David Stoliker
Director – Lindsey Bomke
Director – Michael Smith

Administration and Staff

Daniel Busse – General Manager (Principal)
Mackenzie Woods – Administrative Assistant
Daniel Barbour – Assistant General Manager/
Director of Bio-Medical Sciences Pathways
Paul Stephenson – Director of Engineering and Design Pathways
Constance Dove Castilleja – Director of Advancement

PSFA

Bill Sprick, Facilities Master Planning Manager



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Charter School Overview

This is the updated Facilities Master Plan (FMP) and Educational Specifications (EdSpec) for The ASK Academy Charter School (ASK), which is a state-chartered public school. The intent of the plan is to guide capital planning decisions that support the charter school's educational mission and that meet minimum state adequacy standards for school facilities.

The ASK Academy charter application was approved in 2009 with a charter cap of 600 students. Prior to opening in 2010, ASK contacted the Rio Rancho Public Schools, requesting to locate in public facilities. Executive Director of Facilities, Al Sena, informed the Academy that no RRPS facilities were currently available. ASK leased facilities from 2010-2015. The school is currently in a new facility, completed in 2016, owned by its nonprofit foundation, organized for the purpose of providing a facility for the charter school, in compliance with 22-8B-4.2 NMSA 2011. The ASK Foundation acquired a second facility in July of 2019 to be used as its 6th Grade Academy.

ASK has reviewed the Statewide Adequacy Standards NMAC 6.27.30 and the Charter-Alternative School Statewide Adequacy Standard Variance chart. This master plan and educational specifications is in accordance with guidance issued by the PSCOC and PSFA.

The FMP and EdSpec are combined to create a flexible facility planning tool that can be revised on a periodic basis as conditions change. It identifies the specific strategies for implementing capital needs.

The master plan and educational specifications are comprised of five main sections:

- **Charter School Overview**
- **Section 1 - Goals / Mission** provides information about the charter school's goals, educational programs and philosophy; provides the process for data gathering and analysis
- **Section 2 – Projected Conditions** describes the charter's programs and delivery methods

- **Section 3 –Facility Requirements (Ed Spec)** provides information about space requirements needed for ASK to meet its mission and goals
- **Section 4 – Capital Plan** (if applicable - a short range plan which identifies maintenance, capital projects, broadband, systems, or equipment purchases and includes financing options)
- **Section 5 - Master Plan Support Material** (if applicable) contains detailed information about school site, facilities, evaluations, plans, and other information



Charter School Overview

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1

GOALS / MISSION

1.1 Goals

The ASK Academy opened in 2010, recently completing its ninth year as a 6th-12th grade Science, Technology, Engineering & Mathematics (STEM) State-chartered school in Rio Rancho. We currently enroll 570 scholars (students), with a future enrollment to 600 (charter cap).

What Makes The ASK Academy Unique?

- ASK's goal is to prepare scholars for post-secondary education & high-paying jobs in Biomedical Sciences (Rated #1 in future jobs, NM Employment Forecast 2015) and Engineering (NM is #2 in highest paid engineers in the nation) *in New Mexico*, contributing to the future tax base
- Every high school student chooses a career pathway in Engineering & Design or Biomedical Sciences
- Dual credit college courses are offered on campus
- Every high school student has access to a laptop for use both at school and home
- Emphasis on research skill development and design thinking in these career areas
- Partnerships with local universities and industry give scholars real-life application of curriculum (28 ASK Alliance Partners)

1.1.1 The ASK Academy Mission

The ASK Academy will emphasize science, technology, engineering and mathematics (STEM) curricula to create a learning culture through: project-based learning experiences, 21st century technology, research programs, relationship building and a partnership program engaging scholars in the learning process. The ASK Academy will provide multiple opportunities for scholars to demonstrate attitudes, skills and knowledge of the core standards through independent learning experiences.

The ASK Academy will improve the retention of New Mexico core state education standards by providing multiple opportunities for scholars to demonstrate skills and knowledge through research, STEM projects, product production and/or services.

Its vision is to create an innovative learning culture for STEM scholars in grades 6 through 12 that will re-engage a culturally diverse population of learners into the learning process. The ASK Academy will develop the learners' attitudes, skills and knowledge as they apply New Mexico core state standards for education toward STEM career pathways.

1.1.2 Educational Philosophy

The educational philosophy of The ASK Academy is built on the academy, or corporate model, focusing the core standards toward STEM career pathways. The curricular approach of ASK is a mixture of project-driven, inquiry and lecture methodologies tied to New Mexico education standards, and will take advantage of student's multiple learning styles, visual, auditory, tactile and kinetic.

ASK is built on the small-school concept to promote active learning and cross-curricular collaboration. In brief, learners will use a variety of resources to complete projects that produce products or services that have been developed by ASK scholars in collaboration with ASK teachers, and industry and university representatives.

The products will be based on a corporate model where project management skills will be required to produce a sustainable effort with intermediate deadlines and a final deliverable date.

The expectation is that these life-long learning experiences will contribute to the retention of knowledge learned through the struggle to produce a deliverable. Scholars will develop a sound knowledge base, apply New Mexico standards for education, gain experience with processes and develop the interpersonal skill required to be a contributing member of a team.

1.2 PROCESS

1.2.1 Data Gathering and Analysis

School Authorized Contact

Constance Dove Castilleja, Director of Advancement, is representing The ASK Academy and is authorized as a contact on issues and questions related to this submission.

Capital Planning and Facilities Decision Making

The Governing Council is responsible for the fair, uniform application of all federal, state, and local laws as well as rules, regulations, and policies of The ASK Academy in the operation of the school in conformance with its charter. The Governing Council serves as a policy-making body for The ASK Academy and adopts the philosophy, vision and missions of its charter by annually setting objectives that respond to its vision and missions of the academy itself.

The Governing Council is responsible for overseeing fiscal operations of The ASK Academy. It exercises leadership through forming and adopting policy as well as hiring, establishing duties, and evaluating the principal. The Governing Council also approves the budget as submitted by the principal and subject matter specialists. It approves salaries, position descriptions, school policies, and governing procedures as they relate to the institution identified in the charter.

The principal and directors (after appropriate approval) purchase, rent, lease, or otherwise acquire on behalf of The ASK Academy all items of tangible personal property, services or construction as may be applicable.

The Governing Council is also responsible for the approval of capital planning and decision-making, through strategic planning with the Executive Council of the Academy.

Community Input

A steering committee in 2010, led by Architectural Research Associates (ARC), was comprised of members of the administration, staff, parents, students and governing board, to understand and document the charter school's programs and delivery methods, and to establish facility needs to support the charter's educational requirements. Information sharing and feedback sessions were held after each phase: the data-gathering phase, the space needs determination phase, and the facility implementation phase.

With the information from the initial Facility Master Plan (2010), the new facility was designed in 2015 and built in 2016 with input from the current staff and scholars. The 6th Grade Academy was acquired and designed in 2018 to accommodate the core classes of the 6th grade. The 6th Grade Academy gives ASK the opportunity to prepare 6th grade scholars for the rigor and culture of the Academy, promoting future success. The information for both facilities was gathered by the Executive Council (Steering Committee), who then worked with architect David Pacheco and General Contractor Steve Nakamura, Rachel Matthew Development, to design the new facilities. The ASK Executive Committee, and staff each meet weekly. The plans were presented to the Governing Council on multiple meetings for approval. This information was used to update the 2019-2024 FMP.

Executive Council

Daniel Busse – General Manager (Principal)

Mackenzie Woods – Administrative Assistant

Daniel Barbour – Asst. General Manager/Director of Biomedical Sciences Pathways

Paul Stephenson – Director of Engineering and Design Pathways

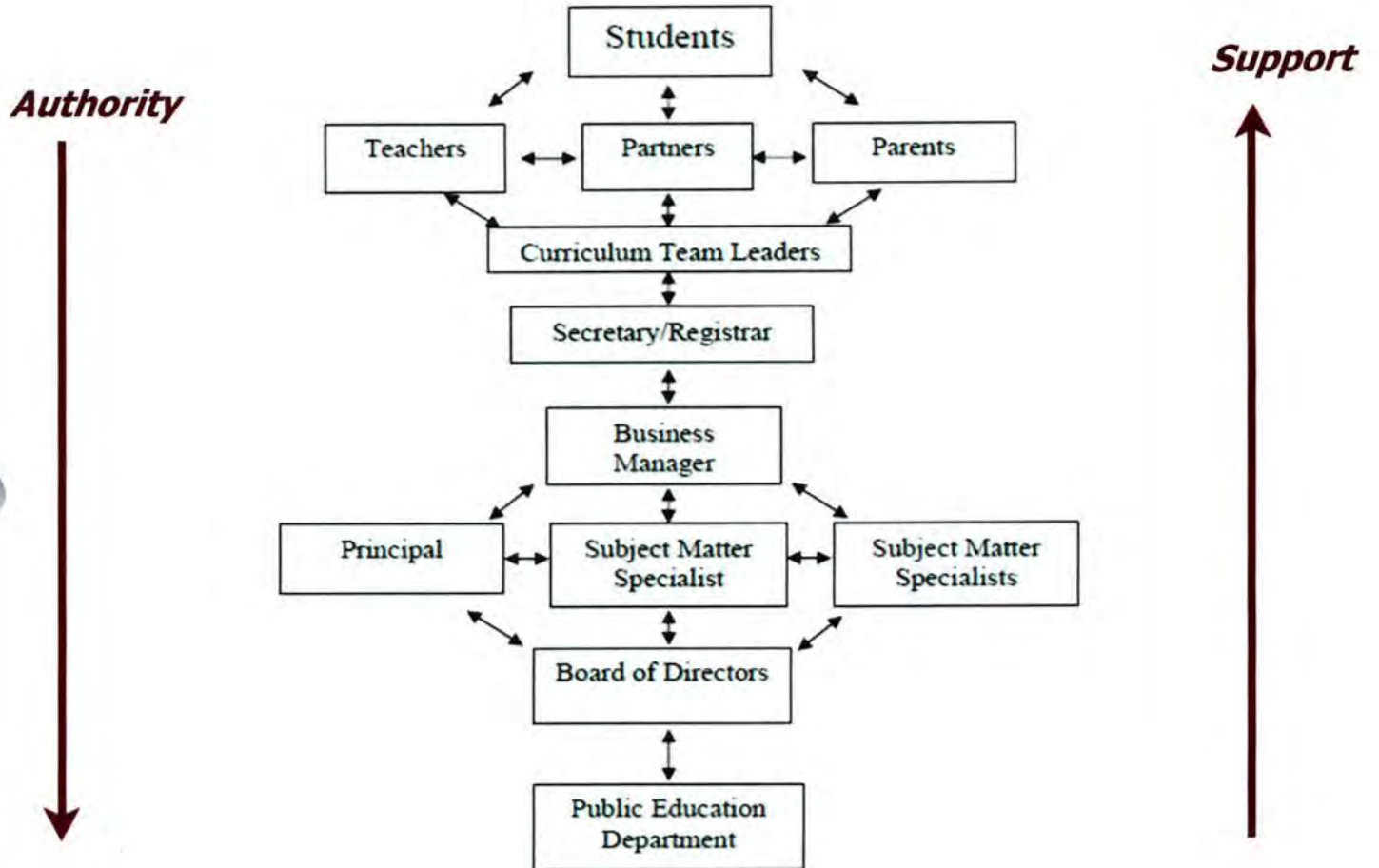
Constance Dove Castilleja – Director of Advancement

See Exhibit 1-2 for an organization chart that describes opportunities for scholars, staff, and community members to participate in the facility decision-making process.

Adoption of Facilities Master Plan

Exhibit 1-1 Confirmation of Governing Council
Adoption of Facilities Master Plan, September 12,
2019

Diagram of Facility Decision-Making Process



2. PROJECTED CONDITIONS

2.1 Programs and Delivery Methods

2.1.1 Programs Overview

Organization

The ASK Academy provides programs to scholars in 6th through 12th grade.

Shared Facilities

The Boy's and Girl's Club is adjacent to the new ASK Academy facility. ASK has an agreement with the Boy's and Girl's Club for use of their gym during the day and for charter league basketball practices and games. The Boy's and Girl's Club uses the ASK facility for summer programs, outdoor special events and volleyball. The Boy's and Girl's Club also offers a low-cost membership to afterschool programs for ASK parents. It is a marvelous partnership with benefits for both ASK, the Boy's and Girl's Club, and most importantly, the young people in Rio Rancho and NW Albuquerque.

Instructional Program

The ASK Academy has created an environment that gives all members a voice in the creation of learning. Through its continuous improvement process, the entire organization, from teacher to student to STEM industry leader, contributes and creates improvements to projects and learning opportunities. The entire organization is a team of creators. The spirit of the school is that each voice has equal value to be heard. The ASK organization establishes relationships of trust, respect and responsibility, allowing all the freedom to imagine, build and make innovations in the learning environment. See **Exhibits 2-1, 2-2 and 2-3.**

Specialization

The ASK Academy is a STEM school and is certified to teach Project Lead The Way (PLTW), a STEM curriculum created in 1997 to address the United States' need for more leaders in science, technology, engineering, and mathematics.

The PLTW middle and high school STEM education programs provide scholars with a foundation and proven path to college and career success in STEM-related fields. PLTW offers curriculum packages for engineering and biomedical sciences.

General Instructional Organization

ASK has completed its growth plan as a 6-12th grade middle and high school. With a current enrollment of 570, the school plans to gradually grow to its charter cap of 600.

Alternative Methods of Program Delivery

The ASK charter requires no alternative methods that impact the facility, beyond a network capable of handling many devices (since each student and staff member are given a laptop) and slightly larger learning spaces for the STEM curriculum (robotics, etc.).

Scheduling

Classes meet in six, 68-minute periods per day, and one Career Pathway (HS) or Fundamental Connections (MS) class which meets for a 36-minute period per day, Monday through Thursday. On Fridays, scholars can meet with their Project Managers from 8:00 until 10:00 for intervention, to make-up work, or to work with peers on projects. Approximately 60% of the scholar population attends Friday intervention.

Extracurricular Activities

ASK Scholars participate in a variety of clubs, activities, sports and competitions, but none require a specialized facility. ASK has just opened two new sand volleyball courts through contributions and have a partnership with the Boy's and Girl's Club next door for basketball. Here are a few of the activities:

Clubs/Activities – Scholars Government, National Honor Society, Dance Committee, Robotics Club, Gaming Club, Running Club, English Expo Club, Anime Club, Hands and Feet (service club), Spanish Club, Archery.

Sports – Basketball, Volleyball

Competitions – English Expo, RoboRave, VEX Robotics, Model UN, Moody’s Mega Math Challenge, Junior Science and Humanities Symposium, Regional and State Science and Engineering Challenge.

2.2 ENROLLMENT

The ASK Academy commenced operations in academic year 2010-11 with an enrollment of 110 scholars in 9th and 10th grades. In 2011-12, 11th Grade was added, 2012-13, 12th Grade was added, and 2013-14, Grades 7 and 8 were added. In 2015, ASK amended its charter contract to include 6th Grade. Current enrollment for 2019-20 is 570 scholars in grades 6-12. The charter cap for ASK is 600 and can be accommodated in the current facilities.

2.2.2 Classroom Loading Policy

The approved charter identifies pupil/teacher ratio (PTR) standards at 25:1. Classroom loading policies are not discussed in the document because collaboration between classes is encouraged and the currently occupied facility was designed to reflect this ideal (see Section 2.3 Site and Facilities).

Enrollment by grade will vary from 75 to 100, creating class sizes of 25 scholars, and up to 50 during class collaboration. Classroom accommodation in the space needs portion of this master plan assumes a maximum of 50 scholars in two classes with two teachers for class collaboration.

2.2.4 Classroom Needs

The ASK Academy began operation in a leased facility, with an initial enrollment of 110 scholars. The new facility, built in 2015, accommodates the enrollment cap of 600. In 2019-20, enrollment in grades 6-12 is 570. There are 24 classrooms/labs, a commons area and offices in the main facility (4550 Sundt) and 5 classrooms/labs, 5 offices and a conference room in the 6th grade academy (4500 Sundt). Please see **Exhibits 2-4 and 2-5** ASK Main Facility First and Second Floor Plans & Legends. **Exhibits 2-8** ASK 6th grade Academy Plans & Legends.

2.3 Site and Facilities

2.3.1 Location/Site

In February 2016, ASK moved into its new facility at 4550 Sundt Road NE in Rio Rancho, NM. It is a 39,500 SF facility built for the school in 2015 to the needs and specifications of the school, and owned by The ASK Academy Education Foundation. The new facility is located in central Rio Rancho. See Site Location & Site Plan (map), **Exhibit 2-6**.

In July 2019, ASK moved into its second facility at 4500 Sundt Road NE in Rio Rancho, NM. It is a 5,900 SF facility remodeled for the school to the needs and the specifications of the school for the 6th Grade Academy, and owned by The ASK Academy Education Foundation. The new facility is located in central Rio Rancho, adjacent to the main campus. See Site Location & Site Plan (map), **Exhibit 2-9**.

The site is bounded to the north by Sundt Road NE, to the east by The Boy's and Girl's Club, to the west by vacant land, and by an arroyo to the south. The main site includes a single, two-story building on six acres, surrounded by paved parking areas and landscaping. The entire site is walled, with an electric gates at the entrance and exit, making the campus secure. The 6th Grade Academy site includes a single, one-story building on .82 acres, surrounded by parking areas

and landscaping. The 6th grade site will soon be enclosed in the main campus site with walls and electric security gates.

See ASK Main Facility First & Second Floor Plans & Legends, **Exhibits 2-4 and 2-5**. ASK 6th Grade Academy Floor Plan & Legend **Exhibits 2-8**.

2.3.2 Facility Evaluation

In March of 2015, the proposed ASK facility plans were evaluated by PSFA and were given a weighted New Mexico Conditions Index (NMCI) of 0.00%. The facility received an Educational Occupancy certificate after completion in February 2016. See ASK Main Facility PSFA NMCI Assessment and E-Occupancy Certificate, **Exhibit 2-7**.

In June of 2018, the proposed ASK facility plans were evaluated by PSFA and were given a weighted New Mexico Conditions Index (NMCI) of 3.23%. The facility received an Educational Occupancy certificate after completion in July 2019. See ASK 6th Grade Facility PSFA NMCI Assessment and E-Occupancy Certificate, **Exhibit 2-10**.

2.4 Utilization Analysis - N/A

The ASK facility is fully utilized and able to meet the charter enrollment cap.

2.5 Facility Maintenance

Being new facilities, there are no current facility related capital projects, beyond expanding the wall to enclose the new 6th grade Academy building. ASK would like to further develop the property with additional landscaping, outdoor classroom space, playfields and a basketball court.

3. FACILITY REQUIREMENTS (Ed Specs)

3.1 Facility Goals and Concepts

3.1.1 Goals

- ASK has met its goal of being in a new facility compliant with Section 22-8B-4 NMSA 1978
- Serve the population of northwest Albuquerque and Rio Rancho
- Reflect the small-school goal by accommodating a maximum population of 600 scholars
- Create physical spaces and adjacencies to enhance collaboration and team project implementation
- Create student “owned” spaces to contribute to the development of ownership of the learning process

3.1.2 Concepts

Site Concepts

- Locate in an area with high traffic near industry partner locations in Rio Rancho or northwestern Albuquerque
- Accommodate team project implementation with outdoor classroom/workshop areas

Function Concepts

- Provide adequate space during facility transitions to allow for enrollment growth
- Create “transparency” between learning spaces to support cross-curriculum collaboration
- Create shared instructor office spaces to facilitate collaboration among teaching staff
- Place the “commons” area at the hub of the school to facilitate interaction
- Create spaces in the school where industry partners can work

Green Building Concepts

- Follow *USGBC LEED for Schools* principles for green school construction of new and remodel construction
- Provide daylight and views to the outdoors

to enhance learning and reduce electricity use by lighting

- Reduce energy use through installation of energy-efficient systems and devices, and through conservation policies that govern energy-using behaviors

Technology Concepts

Provide hardware, software, and Internet access to allow each student unlimited access to learning opportunities supported by information technology

4. Capital Plan (if applicable) N/A

5. Master Plan Support Material (if applicable)

5.1 Site and Facilities Data (if applicable) N/A

The ASK Academy

- 520001
- 4550 Sundt Road NE, Rio Rancho, NM 87124
- Opened July 1, 2010
- Opened in New Main Facility February 15, 2016; Opened in New 6th Grade Academy July 29, 2019
- NMCI 0.00% Main; NMCI 3.23%
- Site Leased from Nonprofit
- Total building area: 39,500 SF Main, 5,900 SF 6th Grade Academy
- Site acreage: 6.82
- Permanent Classrooms/Labs: 29
- Modular Classrooms: 0
- Total Classrooms: 24 Main, 5 6th Grade Academy
- Modular buildings are 0% of the facility area
- Student enrollment 2019-20: 570
- GSF per Student: 76 Main, 59 6th Grade

5.2 Site Plan (if applicable)

See Site Location & Site Plan, **Exhibit 2-6 and 2-9**.

5.3 Floor Plan

See floor plans in **Exhibit 2-4, 2-5 and 2-8** as well as the PSFA NMCI reports for detailed facility information in **Exhibit 2-7 and 2-10**.

5.4 FMAR Report (if applicable) See Exhibit 5-1.

5.5 Detailed Space and Room Requirements (Ed Specs) N/A

- 5.5.1 Technology and communications criteria
- 5.5.2 Power criteria
- 5.5.3 Lighting and day lighting criteria
- 5.5.5 Classroom acoustics criteria
- 5.5.6 Furnishing and equipment criteria
- 5.5.7 Criteria sheets

5.6 Submission

- 5.6.1 Final hardcopy placed in a three-ring binder
- 5.6.2 Final electronic copy

List of Abbreviations

- ADA – Americans with Disabilities Act
- ARC – Architectural Research Consultants, Incorporated
- ASCA – American School Counselor Association
- ASK – The ASK Academy
- CADD – Computer-aided design
- CES – Cooperative Educational Services CIP – Capital improvement projects or plan EdSpec – Educational specifications
- FAD – Facility adequacy database FMP – Facilities master plan
- FCI – Facility condition index
- General Manager – Principal
- GSF – Gross square feet, or the sum of net assignable square feet plus all other building areas that are not assignable (the area remaining is called “tare,” which includes areas such as hallways, mechanical areas, restrooms, and the area of interior and exterior walls)
- HVAC – Heating, ventilating, air conditioning
- IT – Information technology
- LCD – Liquid crystal display
- LEED – Leadership in Energy and Environmental Design
- MEM – Membership, number of students in funding formula
- NASF – Net assignable square feet, or the total of all assignable areas in square feet
- NMAC – New Mexico Administrative Code
- NMCI – New Mexico Condition Index
- PE – Physical education
- PED – New Mexico Public Education Department
- PLTW – Project Lead The Way
- Project Managers – Teachers
- PSCOC – Public School Capital Outlay Council

PSFA – Public School Facilities Authority
PTR – Pupil/teacher ratio
Scholars – Students
SEG – State Equalization Guarantee
STEM – Science, technology, engineering and mathematics
SY – School Year
USGBC – United States Green Building Council
VAC – Volts AC
WAP – Wireless access point

List of Exhibits

- Exhibit 1-1** Confirmation of Board Adoption of FMP
- Exhibit 1-2** Diagram of Facility Decision-Making Process
- Exhibit 2-1** Engineering Career Track: Courses Offered
- Exhibit 2-2** Biomedical Career Track: Courses Offered
- Exhibit 2-3** Design Career Track: Courses Offered
- Exhibit 2-4** ASK Facility First Floor Plan & Legend
- Exhibit 2-5** ASK Facility Second Floor Plan & Legend
- Exhibit 2-6** ASK Facility Site Location & Site Plan
- Exhibit 2-7** ASK Facility PSFA NMCI Assessment & E-Occupancy Certificate
- Exhibit 2-8** ASK 6th Grade Facility Floor Plan & Legend
- Exhibit 2-9** ASK 6th Grade Facility Site Location & Site Plan
- Exhibit 2-10** ASK 6th Grade Facility PSFA NMCI Assessment & E-Occupancy Certificate
- Exhibit 5-1** ASK Facility Maintenance Plan & Facility Maintenance Assessment Report



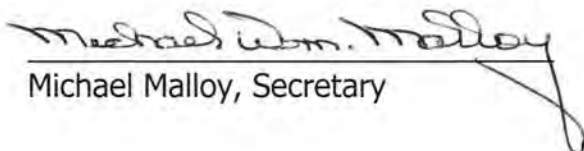
A New Mexico Public Charter School
The ASK Academy
21st Century Design Thinking

Confirmation of Board Adoption of Facility Master Plan

This confirmation is provided to the Public School Facility Authority. The ASK Academy Governing Council met on September 12, 2019 and approved the updated 2019-2024 Facility Master Plan for our facilities at 4550 & 4500 Sundt Road NE, Rio Rancho, NM.

Dated this 12th day of September 2019.

The ASK Academy Governing Council


Michael Malloy, Secretary



A New Mexico Public Charter School

The ASK Academy

21st Century Design Thinking

**The ASK Academy
Governing Council Meeting
ASK Academy Commons**

4550 Sundt Road NE, Rio Rancho, NM

Open Session
September 12, 2019
6:30pm

Agenda

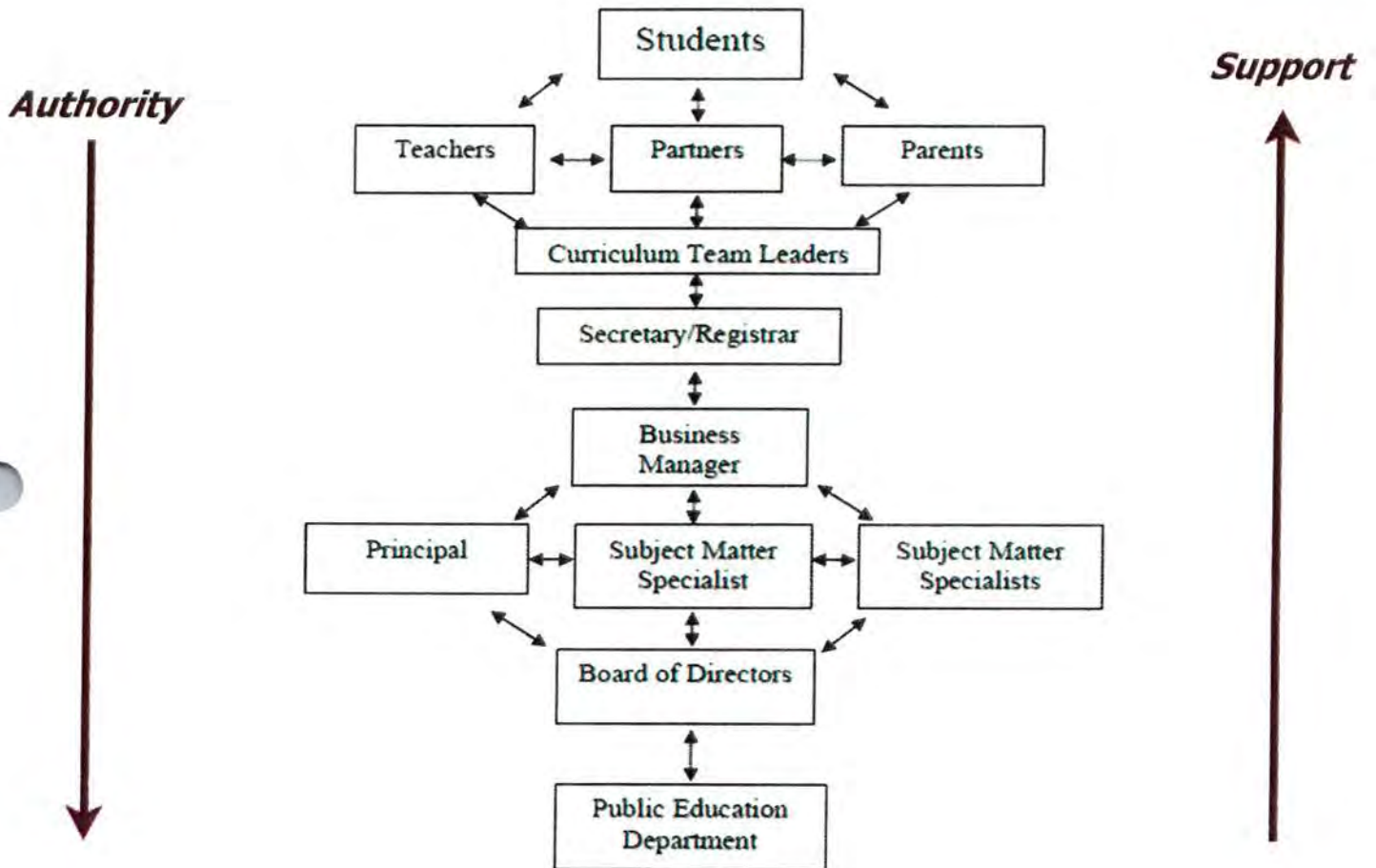
- I. Call To Order
- II. Establishment of Quorum
- III. Pledge of Allegiance
- IV. Public Comment
- V. Meet the Project Manager: Cheryl Kirby, Engineering/Robotics
- VI. Scholar Presentation: RoboRAVE Global Competition in China
- VII. Consent Agenda
 - a. Approve Minutes of August 8, 2019
 - b. Financial Monthly Report
- VIII. Reports, Discussion and Possible Action
 - a. General Manager Update
 - b. Facility Master Plan Update
 - c. Board Training Update
- IX. Announcements
 - a. Next Governing Council Meeting is October 17, 2019
- X. Adjournment

Dr. Jeanne Forrester, Chair

Dan Busse, General Manager
Connie Castilleja, Director

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Mackenzie at 505.891.0757 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact Mackenzie at 505.891.0757 if a summary or other type of accessible format is needed.

Diagram of Facility Decision-Making Process



Engineering Career Track: Courses Offered; possible flow chart for scholars

½ credit per semester

1 Full Credit per semester

6 th	7 th	8 th	9 th	10 th	11 th	12 th
ELA 6	ELA 7	ELA 8	ELA 9	Honors English 10	Honors English 11 or AP English	Honors ELA 12 or AP English
Math 6	Math 7 or Pre-Algebra	ELA 8 or Algebra I	Algebra I or Geometry	Geometry or Algebra II	Algebra II or Honors Pre-Calculus	Honors Pre-Calculus or AP Calculus or Financial Algebra
Social Studies 6	Social Studies 7	Social Studies 8	NM History	World History	US History	AP Govt/Econ
Science 6	Science 7	Science 8	Integrated Science or Honors Integrated Science	Chemistry	Physics or AP Physics I or II	AP Physics I or II or AP Chemistry
Fundamental Connections	Fundamental Connections	Fundamental Connections	Career Pathways	Career Pathways	Career Pathways	Career Pathways
PLTW Gateway to Engineering And Biomedical Science Course	PLTW Gateway to Engineering And Biomedical Science Course	PLTW Gateway to Engineering And Biomedical Science Course	PLTW Introduction to Engineering (IED)	PLTW Principles of Engineering (POE)	PLTW Aerospace Engineering (AE) or UNM Computer Science Dual Credit Course	PLTW Aerospace Engineering (AE) or UNM Computer Science Dual Credit Course
PE Or Computer Literacy	PE Or Computer Literacy	PE Or Computer Literacy	PE Or Robotics	PE Or Robotics	PE Or Robotics	PE Or Robotics

6 th	7 th	8 th	9 th	10 th	11 th	12 th
ELA 6	ELA 7	ELA 8	ELA 9	Honors English 10	Honors English 11 or AP English	Honors ELA 12 or AP English
Math 6	Math 7 or Pre-Algebra	ELA 8 or Algebra I	Algebra I or Geometry	Geometry or Algebra II	Algebra II or Honors Pre-Calculus	Honors Pre-Calculus or AP Calculus or Financial Algebra
Social Studies 6	Social Studies 7	Social Studies 8	NM History	World History	US History	AP Govt/Econ
Science 6	Science 7	Science 8	Integrated Science or Honors Integrated Science	Chemistry	Biology Or AP Chemistry	Biology Or AP Chemistry Or AP Biology
Fundamental Connections	Fundamental Connections	Fundamental Connections	Career Pathways	Career Pathways	Career Pathways	Career Pathways
PLTW Gateway to Engineering And Biomedical Science Course PE Or Computer Literacy	PLTW Gateway to Engineering And Biomedical Science Course PE Or Computer Literacy	PLTW Gateway to Engineering And Biomedical Science Course PE Or Computer Literacy	Principles of Biomedical Sciences & Human Body Systems PE Or RoboRAVE robotics	Anatomy and Physiology I & II PE Or RoboRAVE robotics	Veterinary Sciences & Pharmacology PE Or RoboRAVE robotics	Microbiology & Genetics PE Or RoboRAVE robotics

Biomedical Sciences Career Track: Courses Offered; possible flow chart for scholars

½ credit per semester

1 Full Credit per semester

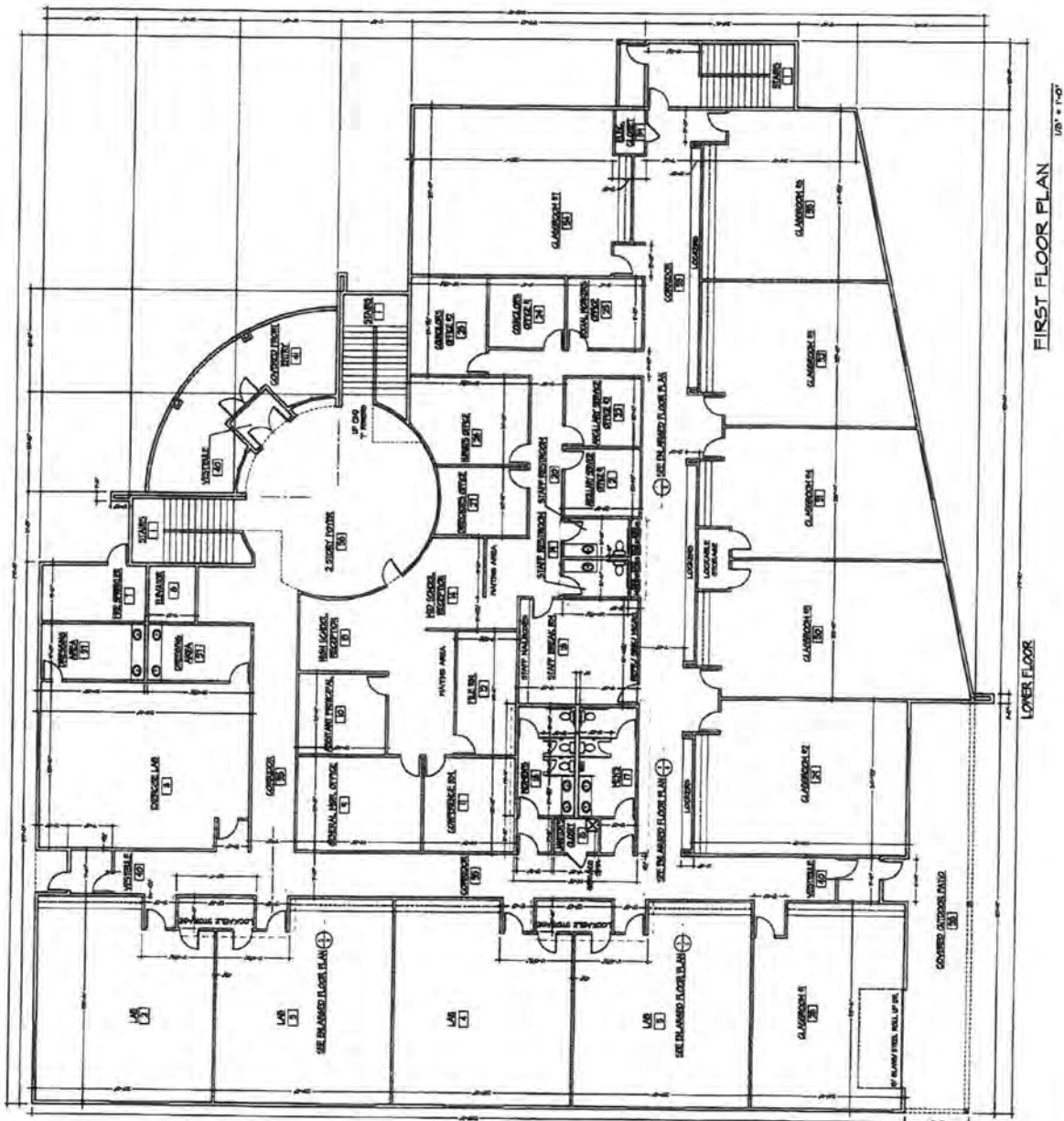
Design Career
Track: Courses
Offered; possible
flow chart for
scholars

½ credit per
semester

6 th	7 th	8 th	9 th	10 th	11 th	12 th
ELA 6	ELA 7	ELA 8	ELA 9	Honors English 10	Honors English 11 or AP English	Honors ELA 12 or AP English
Math 6	Math 7 or Pre-Algebra	ELA 8 or Algebra I	Algebra I or Geometry	Geometry or Algebra II	Algebra II or Honors Pre-Calculus	Honors Pre-Calculus or AP Calculus or Financial Algebra
Social Studies 6	Social Studies 7	Social Studies 8	NM History	World History	US History	AP Govt/Econ
Science 6	Science 7	Science 8	Integrated Science or Honors Integrated Science	Chemistry	Physics or AP Physics I or II	AP Physics I or II or AP Chemistry
Fundamental Connections	Fundamental Connections	Fundamental Connections	Career Pathways	Career Pathways	Career Pathways	Career Pathways
PE Gateway to Engineering And Biomedical Science Course Or Computer Literacy	PE Gateway to Engineering And Biomedical Science Course Or Computer Literacy	PE Gateway to Engineering And Biomedical Science Course Or Computer Literacy	Level 1 3D-CAD Design & Advanced 3D-CAD Design PE Or RoboRAVE robotics	Level 2 Building Design I & II & Industrial Design I & II PE Or RoboRAVE robotics	Level 3 Building Design III & IV & Industrial Design III & IV PE Or RoboRAVE robotics	Level 4 CAD Design Internships PE Or RoboRAVE robotics

1 Full Credit per semester

RACHTEL MATTHEW DEV. SUNDT RD. RIO RANCHO, NEW MEXICO		DAVID J. PACHECO ARCHITECT		THE ASK ACADEMY REVISED PRELIMINARY FIRST FLOOR PLAN	
PROJECT NO. 14-0007 DATE 05.11.15 DRAWN BY J.M. CHECKED BY J.M. AS NOTED		SHEET NO. 1 OF 1		AREA CALCULATIONS HEATED - LOWER FLOOR 107,120 SF HEATED - UPPER FLOOR 109,948 SF HEATED - TOTAL 217,068 SF COVERED ENTRY - STAIRS 4,897 SF COVERED AREA - ROAM 84,150 SF TOTAL PROJECT 316,115 SF	



FIRST FLOOR PLAN
1/8" = 1'-0"

Revised January 12, 2015

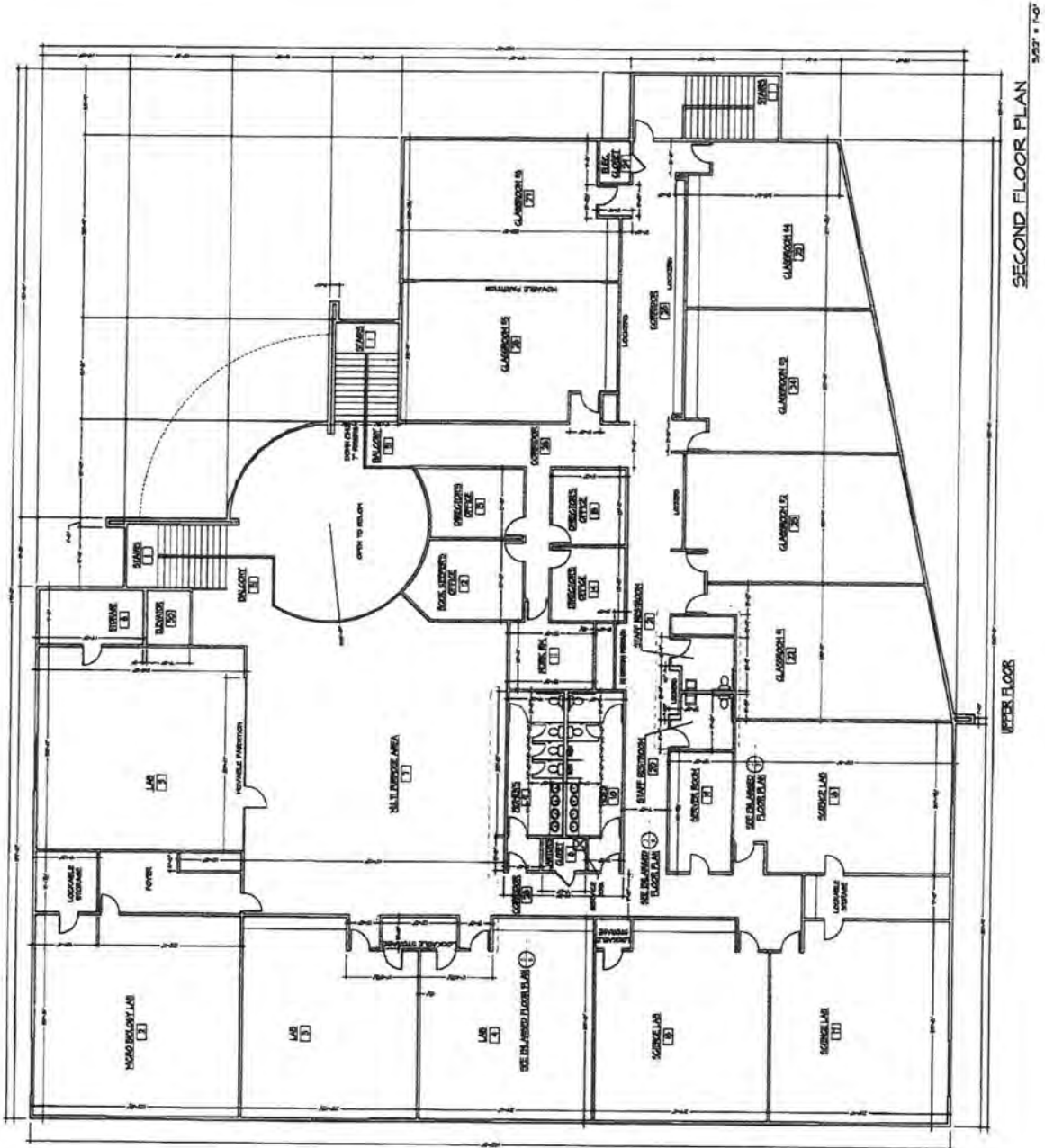
THE ASK ACADEMY

FIRST FLOOR PLAN LEGEND

1.	Stair		
2.	Lab	924 sq. ft.	
3.	Lab	924 sq. ft.	
4.	Lab	924 sq. ft.	
5.	Lab	924 sq. ft.	
6.	Exercise Lab	900 sq. ft.	
7.	Fire Sprinkler Room		
8.	Elevator		
9.	General Mgr. Office	270 sq. ft.	
10.	Assistant Principal	196 sq. ft.	
11.	Conference Room	210 sq. ft.	
12.	File Room	200 sq. ft.	
13.	High School Reception	180 sq. ft.	a) Waiting Area
14.	Mid School Reception	120 sq. ft.	a) Waiting Area
15.	Janitor's Clos.	50 sq. ft.	
16.	Women's		
17.	Men's		
18.	Staff Break Room	300 sq. ft.	a) staff mailboxes
19.	Staff Restroom		
20.	Staff Restroom		
21.	Ancil. Service Office #1	132 sq. ft.	
22.	Ancil. Service Office #2	132 sq. ft.	
23.	Social Worker's Office	132 sq. ft.	
24.	Councilor's Office #1	132 sq. ft.	
25.	Councilor's Office #2	170 sq. ft.	
26.	Nurse's Office	250 sq. ft.	
27.	Director's Office	168 sq. ft.	
28.	Classroom #1	800 sq. ft.	a) 16' Glass/Steel Roll up Dr.
29.	Classroom #2	800 sq. ft.	a) Lockable Storage
30.	Classroom #3	820 sq. ft.	a) Lockable Storage
31.	Classroom #4	800 sq. ft.	
32.	Classroom #5	800 sq. ft.	a) Lockable Storage
33.	Classroom #6	760 sq. ft.	
34.	Classroom #7	770 sq. ft.	a) Lock Stor. b) Sprink. Clos.
35.	7' - 0" wide Corridor		a) Lockers b) Drink Fountains
36.	2 Story Foyer	804 sq. ft.	
37.	Dressing Area	120 sq. ft.	a) Sinks
38.	Covered Outdoor Patio	700 sq. ft.	
39.	Landscaped Multi Use Area		
40.	Electric Closet		

THE ASK ACADEMY DEMOLITION PLAN SECOND FLOOR	PROJECT NO. 14-2002 DATE 02/04/15	SHEET NO. 2 OF 2
	ARCHITECT DAVID J. PACHECO RIO RANCHO, NEW MEXICO	CLIENT RACHEL MATTHEW DEV.

AREA CALCULATIONS	
HEATED - LOWER FLOOR	107,130 SF
HEATED - UPPER FLOOR	128,148 SF
HEATED - TOTAL	235,278 SF
COVERED ENTRY - STAIRS	40,870 SF
COVERED AREA - REAR	44,180 SF
TOTAL PROJECT	320,328 SF



SECOND FLOOR PLAN
3/8" = 1'-0"

Revised January 12, 2015

THE ASK ACADEMY
SECOND FLOOR PLAN LEGEND

1.	Stair		
2.	Micro Biology Lab	1,050 sq. ft.	a) Foyer b) Lockable Stor.
3.	Lab	900 sq. ft.	a) Lockable Storage
4.	Lab	900 sq. ft.	
5.	Lab	1,020 sq. ft.	a) Movable Partition
6.	Storage	108 sq. ft.	
7.	Multi-Purpose Area	2,100 sq. ft.	
8.	Janitor	40 sq. ft.	
9.	Women's Restroom		
10.	Men's Restroom		
11.	Work Room	150 sq. ft.	
12.	Book Keeper's Office	220 sq. ft.	
13.	Director's Office	160 sq. ft.	
14.	Director's Office	144 sq. ft.	
15.	Director's Office	144 sq. ft.	
16.	Science Lab	900 sq. ft.	
17.	Science Lab	900 sq. ft.	a) Lockable Storage
18.	Science Lab	875 sq. ft.	
19.	Server Room	166 sq. ft.	
20.	Staff Restroom		
21.	Staff Restroom		
22.	Classroom #1	730 sq. ft.	
23.	Classroom #2	740 sq. ft.	
24.	Classroom #3	740 sq. ft.	
25.	Classroom #4	740 sq. ft.	
26.	Classroom #5	760 sq. ft.	a) Movable Partition
27.	Classroom #6	760 sq. ft.	
28.	7' - 0" wide Corridor		a) Lockers b) Drinking Fountains
29.	Electrical Closet		
30.	Elevator		
31.	Balcony		a) open to below

First Floor	20,250 sq. ft.
Second Floor	18,700 sq. ft.
Total	38,950 sq. ft.



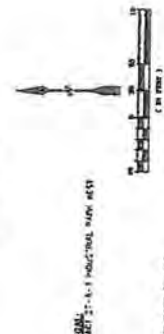
VICINITY MAP (PAGE 67)



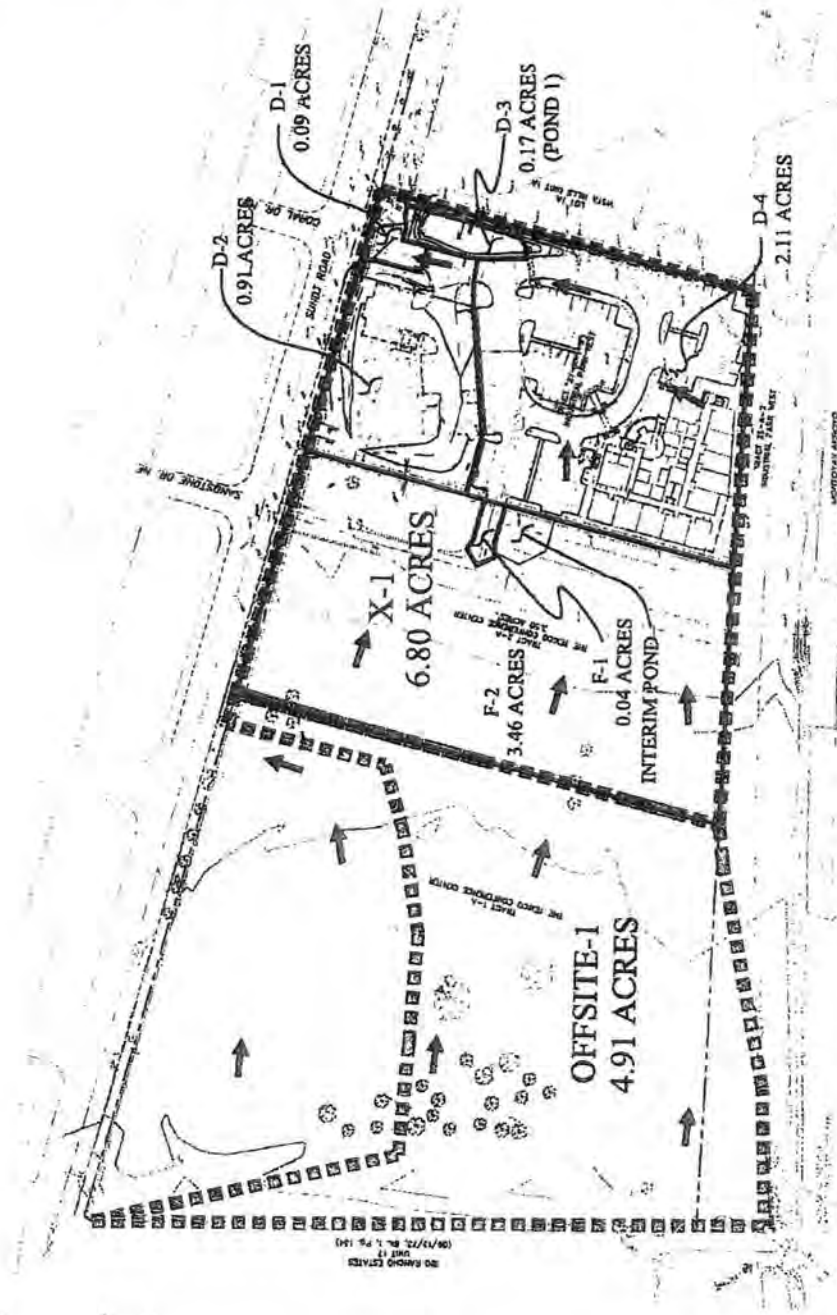
SITE LOCATION

FIRM (35043C1894D)

- LEGEND**
- ↑ REDEVELOPMENT DRAINAGE FLOW ARROW
 - EXISTING FINISHED FLOOR
 - EXISTING UNFINISHED FLOOR
 - EXISTING WALL, FINISHED EXTERIOR FINISHES AS SHOWN
 - EXISTING WALL, UNFINISHED
 - EXISTING WALL, CONCRETE
 - EXISTING WALL, CONCRETE
 - EXISTING WALL, CONCRETE
 - EXISTING WALL, CONCRETE



DMC
 DEVELOPMENT MANAGEMENT CONSULTANTS
 5000 North 46th Avenue, Suite 100
 Denver, Colorado 80220
 Phone: (303) 751-1111
 Fax: (303) 751-1112



ALLOWABLE OCCUPANCY CLASS

GROUP 1: ALL FREE STAIRS (NO FLOORING)
 GROUP 2: ALL FREE STAIRS (NO FLOORING)
 GROUP 3: ALL FREE STAIRS (NO FLOORING)
 GROUP 4: ALL FREE STAIRS (NO FLOORING)
 GROUP 5: ALL FREE STAIRS (NO FLOORING)
 GROUP 6: ALL FREE STAIRS (NO FLOORING)
 GROUP 7: ALL FREE STAIRS (NO FLOORING)
 GROUP 8: ALL FREE STAIRS (NO FLOORING)
 GROUP 9: ALL FREE STAIRS (NO FLOORING)
 GROUP 10: ALL FREE STAIRS (NO FLOORING)

HYDROLOGIC DATA - HISTORIC CONDITION

AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
1	2	3	4	5	6	7	8
100	100	100	100	100	100	100	100

HYDROLOGIC DATA - INTERIM CONDITION

AREA 1: 100 ACRES
 AREA 2: 100 ACRES
 AREA 3: 100 ACRES
 AREA 4: 100 ACRES
 AREA 5: 100 ACRES
 AREA 6: 100 ACRES
 AREA 7: 100 ACRES
 AREA 8: 100 ACRES
 AREA 9: 100 ACRES
 AREA 10: 100 ACRES

HYDROLOGIC DATA - DEVELOPED CONDITION

AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
1	2	3	4	5	6	7	8
100	100	100	100	100	100	100	100

EXISTING CONDITIONS

THE EXISTING CONDITIONS OF THE SITE ARE AS SHOWN ON THE ATTACHED AERIAL PHOTOGRAPHS AND THE EXISTING RECORD DRAWINGS. THE EXISTING CONDITIONS OF THE SITE ARE AS SHOWN ON THE ATTACHED AERIAL PHOTOGRAPHS AND THE EXISTING RECORD DRAWINGS. THE EXISTING CONDITIONS OF THE SITE ARE AS SHOWN ON THE ATTACHED AERIAL PHOTOGRAPHS AND THE EXISTING RECORD DRAWINGS.

FUTURE CONDITIONS

THE FUTURE CONDITIONS OF THE SITE ARE AS SHOWN ON THE ATTACHED AERIAL PHOTOGRAPHS AND THE EXISTING RECORD DRAWINGS. THE FUTURE CONDITIONS OF THE SITE ARE AS SHOWN ON THE ATTACHED AERIAL PHOTOGRAPHS AND THE EXISTING RECORD DRAWINGS. THE FUTURE CONDITIONS OF THE SITE ARE AS SHOWN ON THE ATTACHED AERIAL PHOTOGRAPHS AND THE EXISTING RECORD DRAWINGS.

PERMITTED CONCURRENCE

THE PERMITTED CONCURRENCE OF THE SITE IS AS SHOWN ON THE ATTACHED AERIAL PHOTOGRAPHS AND THE EXISTING RECORD DRAWINGS. THE PERMITTED CONCURRENCE OF THE SITE IS AS SHOWN ON THE ATTACHED AERIAL PHOTOGRAPHS AND THE EXISTING RECORD DRAWINGS. THE PERMITTED CONCURRENCE OF THE SITE IS AS SHOWN ON THE ATTACHED AERIAL PHOTOGRAPHS AND THE EXISTING RECORD DRAWINGS.

EXCESSIVE CONDITIONS

THE EXCESSIVE CONDITIONS OF THE SITE ARE AS SHOWN ON THE ATTACHED AERIAL PHOTOGRAPHS AND THE EXISTING RECORD DRAWINGS. THE EXCESSIVE CONDITIONS OF THE SITE ARE AS SHOWN ON THE ATTACHED AERIAL PHOTOGRAPHS AND THE EXISTING RECORD DRAWINGS. THE EXCESSIVE CONDITIONS OF THE SITE ARE AS SHOWN ON THE ATTACHED AERIAL PHOTOGRAPHS AND THE EXISTING RECORD DRAWINGS.

State of New Mexico
Public School Facilities Authority



Robert A. Gorrell,
Director

Santa Fe Office
401 Don Gaspar Ave
Santa Fe, NM 87505
(505) 988-5989
(505) 988-5933 (Fax)

www.nmpsfa.org

Albuquerque Office
1312 Basehart Dr SE, St 200
Albuquerque, NM 87106
(505) 843-6272
(505) 843-9681 (Fax)

TO: Daniel Barbour, General Manager (Principal), ASK Academy
THROUGH: Martica Casias, Planning & Design Manager
DATE: March 9, 2015
Re: Facility Assessment: 4550 Sundt Location

We utilized the Construction Documents and the charter cap of 600 students to ascertain the wNMCI for the proposed site at 4550 Sundt for the ASK Academy. The review also included an adequacy analysis as it pertains to Charter Schools.

Background

The ASK Academy is a state charter school. Their emphasis is on science, technology, engineering and mathematics (STEM) curricula to create a new learning culture through project-based learning experiences.

Facility Description

The ASK Academy plans to locate in a newly constructed facility designed to meet their needs once construction is complete.

Adequacy Analysis

The Public School Capital Outlay Council has waived many of the requirements of the Statewide Adequacy Standards for charter schools in recognition of the fact that charter schools, by their very nature, deliver education in a non-traditional manner. As such, this analysis is based only on those areas of the Standards that have not been waived.

General Requirements

Refer to the attached Executive Summary for the ASK Academy.

Academic Classrooms

The following chart indicates the minimum net square footage per student per grade level required for an adequate general classroom.

GRADE LEVEL	REQUIRED NET SQUARE FT./STUDENT
Kindergarten	50
1 st Grade – 5 th Grade	32
6 th Grade – 8 th Grade	28
9 th Grade – 12 th Grade	25

Total required classroom area for your school based on proposed number of students (600) is 15,600 gsf, actual provided classroom area is 21,612 gsf.

weighted New Mexico Condition Index (wNMCI)

The current average wNMCI for all Public Schools, including charter schools, in New Mexico is: 18.95%

The wNMCI for your proposed school facility is: 0.00% (lower is better)

CONCLUSION

This facility is designed for the needs of the ASK Academy and to meet the requirements of an Educational Occupancy.

Martica Casias

Martica Casias
Planning & Design Manager
Public School Facilities Authority



POTENTIAL The ASK Academy - New 2015 Sundt Site

District: State Chartered Schools School: Rio Rancho, NM 87124 School ID: 520001

High Level Overview

General Information

Location: Rio Rancho, NM 87124 Ed. Adequacy Model: Charter School Educational Adequacy
School Type: High Ed. Adequacy CCI: 100.00%
School Category: Charter School CCI City: RSMEANS2014:US_NM_ALBUQUERQ_UJ

NMCI Statistics

Number of Students: 600 Number of Buildings: 1
Growth Factor: 1.00 Number of Portables: 0
Total Gross Square Feet: 37,817 Building Square Feet: 37,817
Site Size (Acres): 0.00 Portable Square Feet: 0

NMCI School Metrics

Replacement Cost: \$6,689,231 Unweighted Repair Cost: \$0
Weighted Repair Cost: \$0 Unweighted Educational Adequacy Cost: \$0
Weighted Educational Adequacy Cost: \$0 Total Unweighted Cost: \$0
Weighted NMCI Score: 0.00 Unweighted NMCI Score: 0.00

NMCI Facility History

Last Assessment Date: - Previous Award, Yes or No, Year if Yes: No
Closed: No



State Chartered **POTENTIAL The ASK**
Schools **Academy - New 2015**
District: **Schools** School: **Sundt Site** School ID: **520001**

Facility Description



**POTENTIAL The ASK
Academy - New 2015
Sundt Site**

District: **State Chartered
Schools**

School:

School ID: **520001**

Asset Level Summary

Building Name	Cost Model	Repair Cost (Unweighted)	Repair Cost (Weighted)	Year Built	Size Type	Use
Main Building (2015)	High School Building	\$0	\$0	2007	37,817 Building	Educational
Site	High School Site	\$0	\$0	2007	37,817 Building	Site
Building Totals		\$0	\$0			
Educational Adequacy Need	Charter School Educational Adequacy	\$0	\$0			
School Totals		\$0	\$0			



**POTENTIAL The ASK
Academy - New 2015
Sundt Site**

**State Chartered
District: Schools**

School:

School ID: **520001**

Asset Detail

Building Name: Main Building (2015)

Cost Model:

High School Building

Size: 37,817

Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent Factor	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments
Air/Ventilation Equipment	\$2.99	20	110%	2015	2035	0%	\$0	9	.25	\$0	
Ceiling Finishes	\$5.77	30	110%	2015	2045	0%	\$0	9	.25	\$0	
Communications/Security	\$1.86	15	90%	2015	2030	0%	\$0	9	.25	\$0	
Exterior Walls	\$14.12	100	100%	2015	2115	0%	\$0	9	.25	\$0	
Exterior Windows and Doors	\$5.82	30	110%	2015	2045	0%	\$0	9	.25	\$0	
Fire Detection/Alarm	\$1.84	15	90%	2015	2030	0%	\$0	9	.25	\$0	
Fire Sprinkler	\$2.67	50	130%	2015	2085	0%	\$0	9	.25	\$0	
Floor Finishes	\$6.89	12	110%	2015	2027	0%	\$0	9	.25	\$0	
Foundation/Slab/Structure	\$28.34	100	100%	2015	2115	0%	\$0	9	.25	\$0	
HVAC	\$24.67	30	100%	2015	2045	0%	\$0	9	.25	\$0	
Institutional Equipment	\$3.77	30	100%	2015	2045	0%	\$0	9	.25	\$0	
Interior Doors, Partitions, Stairs, Elevator	\$11.11	50	90%	2015	2065	0%	\$0	9	.25	\$0	
Interior Walls	\$7.14	60	90%	2015	2075	0%	\$0	9	.25	\$0	
Lighting/Branch Circuits	\$10.51	30	90%	2015	2045	0%	\$0	9	.25	\$0	
Main Power/Emergency	\$1.46	30	90%	2015	2045	0%	\$0	9	.25	\$0	
Other Electrical Systems	\$0.50	20	90%	2015	2035	0%	\$0	9	.25	\$0	
Other Equipment	\$11.16	60	110%	2015	2075	0%	\$0	9	.25	\$0	
Plumbing	\$10.46	30	100%	2015	2045	0%	\$0	9	.25	\$0	
Roof	\$7.65	20	120%	2015	2035	0%	\$0	9	.25	\$0	
Technology	\$0.14	10	90%	2015	2025	0%	\$0	9	.25	\$0	
Wall Finishes	\$3.12	12	100%	2015	2027	0%	\$0	9	.25	\$0	
Total:							\$0			\$0	



Executive Summary Report

**POTENTIAL The ASK
Academy - New 2015
Sundt Site**

**State Chartered
District: Schools**

School ID: 520001

School: Sundt Site

Asset Detail

Building Name: Site

Cost Model: High School Site

Size: 37,817

Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent	Factor	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments
Athletic Fields	\$0.40	30	90%	2015	2045	0%	33.25%	\$0	0	0	\$0	
Fencing	\$0.40	100	110%	2015	2115	0%	33.25%	\$0	9	.25	\$0	
Landscaping	\$1.92	30	110%	2015	2045	0%	33.25%	\$0	9	.25	\$0	
Parking Lots	\$6.72	20	80%	2015	2035	0%	33.25%	\$0	9	.25	\$0	
Playground Equipment	\$0.14	15	100%	2015	2030	0%	33.25%	\$0	0	0	\$0	
Site Lighting	\$1.37	40	100%	2015	2055	0%	33.25%	\$0	9	.25	\$0	
Site Specialties	\$0.07	40	100%	2015	2055	0%	33.25%	\$0	9	.25	\$0	
Site Utilities	\$1.61	50	120%	2015	2065	0%	33.25%	\$0	9	.25	\$0	
Walkways	\$2.27	30	110%	2015	2045	0%	33.25%	\$0	9	.25	\$0	
Total:								\$0			\$0	



**POTENTIAL The ASK
Academy - New 2015
Sundt Site**

District: **State Chartered
Schools**

School: **POTENTIAL The ASK
Academy - New 2015
Sundt Site**

School ID: **520001**

Educational Adequacy Detail

Population

Growth Factor:	1	Number of Kindergarten Students:	0
Number of Staff:	60	Number of 1-5 Students:	0
Number of Students:	600	Number of 6-8 Students:	200
Number of Special Education Students:	0	Number of 9-12 Students:	400

Square Footage

Permanent GSF:	37,817	General Storage NSF:	454
Portable GSF:	0	Maintenance or Janitorial Space NSF:	125
Admin NSF:	2,195	Media Center NSF:	0
Art/Music NSF:	0	Parent Work Space NSF:	0
Assembly NSF:	1,804	Physical Ed NSF:	901
Career Ed NSF:	0	Science Classroom NSF:	2,780
Computer Lab NSF:	0	Science Storage NSF:	230
Faculty Work Area NSF:	323	Special Education Classroom NSF:	0
Food Service NSF:	0	Student Health NSF:	266
General Classroom NSF:	21,621		

Classrooms

Number of Classrooms:	16	Number of Special Education Classrooms:	0
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Parking

Number of Paved Parking Spaces:	30	Number of Bus Drop Offs:	0
Number of Handicap Parking Spaces:	5	Number of Student Drop Offs:	0
Number of Gravel Parking Spaces:	0		

Miscellaneous

Number of Chemical Storage Rooms:	1	Number of Multi-Use Playgrounds:	0
Playground Equipment:	N/A		



Executive Summary Report

**POTENTIAL The ASK
Academy - New 2015
Sunndt Site**

District: State Chartered Schools

School ID: 520001

EA Deficiencies

EA Cost Model: Charter School Educational Adequacy

Name	Actual Value	Required Value	Unit Cost	CCI Adj Unit Cost	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)
Missing or Inadequate Multi-use Play Area	0	0	\$11,436	\$11,436.30	\$0	8	.5	\$0
Insufficient Total Parking	30	0	\$1,322	\$1,321.66	\$0	6	1	\$0
Insufficient Student Health Square Footage	266	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Student Drop Off	0	0	\$21,000	\$21,000.00	\$0	6	1	\$0
Insufficient Special Education Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Science Storage Square Footage	230	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Science Square Footage	2,780	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Physical Education Square Footage	901	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Parent Work Space	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Media Center Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Janitorial Square Footage	125	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient General Storage	454	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient General Classroom Square Footage	21,621	15,600	\$80	\$80.00	\$0	7	3	\$0
Insufficient Food Service Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Faculty Workspace	323	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Computer Lab Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Career Ed Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Bus Drop Off	0	0	\$20,800	\$20,799.69	\$0	6	1	\$0
Insufficient Administrative Square Footage	2,195	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Art and Music Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Inadequate Number of Handicap Spaces	5	0	\$144	\$143.52	\$0	6	1	\$0
Inadequate Number of Chemical Storage Units	1	0	\$1,464	\$1,464.30	\$0	8	.5	\$0
Total					\$0			\$0

CITY OF RIO RANCHO, NEW MEXICO

This certifies that the following described property complies with the Commercial Zoning District regulations and the requirements for Occupancy Group "E" as specified in the International Building Code.

Issued To Ask Academy

4550 SUNDI Rd NE
Address

ALL
Portion of Building

Name and Address of Owner

CERTIFICATE OF OCCUPANCY

Given this 11th day of February, 20 18

15-1372

Building Permit Number

Charles Smith

Municipal Inspector



**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

June 15, 2018

Dan Busse, General Manager
The ASK Academy
4550 Sundt Road NE,
Rio Rancho, NM 87124

RE: Proposed Facility for The ASK Academy, 4500 Sundt Road NE, Rio Rancho, NM 87124

VIA E-MAIL

Mr. Busse,

Public School Facilities Authority (PSFA) has assessed the proposed facilities for The ASK Academy. This assessment was conducted pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1(A) (2)NMSA 1978.

Per your request on May 12, 2018 PSFA performed an assessment/review of the proposed Construction Drawings and existing facility on May 21, 2018 for the proposed Charter School indicated above.

PSFA is pleased to advise you that this assessment combined with the proposed construction drawings has resulted in a weighted New Mexico Condition Index (wNMCI) score of 3.23 % which is better (lower is better) than the current wNMCI statewide average of 23.78% as required by this statute. If you decide to move to this facility, PSFA understands that 100% construction drawings will be produced by a licensed architect registered in the state of New Mexico. These plans will demonstrate the required Educational Occupancy, which must be acquired prior to occupancy. Please provide PSFA with copy of Certificate of Occupancy denoting "E" Educational Occupancy.

This assessment combined with the proposed construction drawings concludes this facility located at 4500 Sundt Road NE, Rio Rancho, NM 87124 meets the requirements of 22-8B-4.2 NMSA 1978 and 22-20-1(A)(2)NMSA 1978.

Please feel free to contact me if you have any questions or concerns regarding this correspondence. I can be reached at (505) 468-0295.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "T. Rybarczyk".

Timothy Rybarczyk, Facilities Specialist
Public School Facilities Authority

Cc; Norma Ahlskog, PSFA Financial Specialist
Martica Casias, Planning & Design Manager

Partnering with New Mexico's communities to provide quality, sustainable school facilities for our students and educators

CITY OF RIO RANCHO, NEW MEXICO

This certifies that the following described property complies with the Commercial School Zoning District regulations and the requirements for Occupancy Group SU COMM as specified in the International Building Code. Educational

Issued To Ask Academy
4500 Sundt rd NE RL 8724 Final
Address Portion of Building
Ask Academy 4550 Sundt rd NE Rio Rancho NM 87024
Name and Address of Owner

CERTIFICATE OF OCCUPANCY

Given this 29th day of July, 2019

18-8975
Building Permit Number

Raymond R. J. J.
Municipal Inspector





A New Mexico Public Charter School
The ASK Academy
21st Century Design Thinking
 4550/4500 Sundt Rd NE
 Rio Rancho, NM 87124

Facility Preventative Maintenance Plan 2019-24

This document outlines the inspections, maintenance, and actions required to keep The Ask Academy facility systems working, safe, and capable of supporting the educational program. This matrix is intended to be comprehensive. As ASK expands items will need to be adjusted.

Roadway and Parking: This system provides a safe access to The Ask Academy.

Item	Action	Frequency	Responsible Position
Entry/Exit			
Gates and access controls	Clear debris and obstructions	Weekly	Custodial Maintenance
	Adjust and lubricate chain	Monthly	Custodial Maintenance
	Programming/phone	As necessary	IT Director
	Gate timer properly programmed	As needed	Facility Director
	Gate Timer off for holidays	As needed	Custodial Maintenance, Facility Director
SCAFFCA Access	Keep back gate and easements accessible	Semi-annual	Custodial Maintenance
Drive/Parking	Fire Hydrant ballards Replace/Paint	As necessary	Custodial Maintenance
Ballards	Fire Hydrant and gate ballards Replace/Paint	As necessary	Custodial Maintenance
Parking	Repaint Stripes	Yearly	Custodial Maintenance
Crosswalks	RePaint	Yearly	Custodial Maintenance
Curbing	Repaint Fire Red	Yearly	Custodial Maintenance
Signage	Required and visible	As needed	Facility Director
Asphalt/Concrete	Inspect for deterioration cracks and tripping hazards	Monthly	Custodial Maintenance
Student drop off/pickup	Update plan and communicate to stakeholders	Beginning of school year	General Manager
Parking lot light	Ensure timer on at dusk off at sunrise. All lights working and	Monthly	Facility Director

Building Exterior Lighting	All lights working and replace as necessary	Monthly	Custodial Maintenance
Pedestrian Gates	Inspect: working and closed	Daily	Custodial Maintenance
Sidewalks	Clear of debris, no trip hazard	Daily	Custodial Maintenance
Snow Removal	Parking lot and sidewalks	As needed	Custodial Maintenance et al

Site Utilities: Utilities are secure, accessible, and labeled

Electric Supply - East side	Supply Box locked, labeled, debris free	Semi-annual	Facility Director
	Transformer/meter locked, labeled and debris free	Semi-annual	Custodial Maintenance
Gas supply	Meter accessible, labeled and debris free	Semi-annual	Custodial Maintenance
Communications	Accessible, labeled and debris free	Semi-annual	Custodial Maintenance, IT director
Water/sewer	Accessible, labeled and debris free	Semi-annual	Custodial Maintenance
	Manhole covers in place		Custodial Maintenance
Dumpsters	Clear of debris and accessible	Daily	Custodial Maintenance

Playground/Field: Lack of LPA prevents ASK from improving school grounds with school funds

Field	Remove Sharp objects and debris	Weekly	Custodial Maintenance
Picnic Tables	Repair and refinished	Yearly	Custodial Maintenance
Walking paths	Clear of gravel and debris, condition	Daily	Custodial Maintenance
Volleyball court	Safety inspection	Monthly	Custodial Maintenance
Landscaping	Working irrigation, Clear of weeds, plants and trees trimmed	Monthly-As needed Seasonal	Custodial Maintenance, Facility Director
Appearance	Damage, Graffiti, paint	As needed	Custodial Maintenance

Site Drainage: Allows water to drain without damage to facility

Roof	Inspect roof and drains for damage/debris, flashing, ponding, interior ceiling damage	Monthly	Custodial Maintenance
Splash Blocks	Present for each down spout and not damaged	Yearly	Custodial Maintenance
3-Holding ponds	Dig out dirt and clean up debris	Semi-annual	Facility Director
Parking lot	Clear dirt and debris	As needed	Custodial Maintenance
Water drainage flow	Ensure drainage flows as designed away from building	Monthly-As needed	Custodial Maintenance, Facility Director

East Side drainage	Proper slope and working	Monthly-As needed	Custodial Maintenance, Facility Director
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Building Exterior: Windows, Doors, Walls, Stucco, Paint

Windows	Check for caulking and broken	Semi-annual	Custodial Maintenance
	Wash interior and exterior	Quarterly	Contractor custodial
Entry Doors	Hardware working, adjust closing and latching speed, doors latch	Monthly-As needed	Custodial Maintenance
	Entry Alarm System	Yearly	Facility Director
	Electronic locks functioning	Quarterly-As needed	IT Director
	Seals-Weather stripping	Quarterly	Custodial Maintenance
Walls	Inspect for Stucco damage	Semi-annual	Custodial Maintenance
	Paint condition	Semi-annual	Custodial Maintenance
	Exterior wall damage	Yearly	Custodial Maintenance
Electrical Receptacles	Working and properly covered	Semi-annual	Custodial Maintenance, All staff

Building Interior: All items functioning to provide quality educational support

Interior Doors	Door handles function and lock	Daily-As need	Custodial Maintenance, All staff
	Door Jams intact	Monthly-As needed	Custodial Maintenance, All staff
	Closing and latching speed adjustment	Monthly-As needed	Custodial Maintenance
	Egress bars functioning	Monthly-As needed	Custodial Maintenance
	Viewing glass intact	Monthly-As needed	Custodial Maintenance, All staff
Interior Walls	Check for damage, cracks, holes, etc.	Monthly-As needed	Custodial Maintenance, All staff
	Painting	Yearly-As needed	Custodial Maintenance
Floors	Inspect for damage include baseboards	Continuously	Custodial Maintenance, Contractor Custodial
	Entry mats in place in good condition	Daily	Custodial Maintenance, Contractor Custodial
	Sweep	Daily	Contractor Custodial
	Mop	Weekly-As needed	Custodial Maintenance, Contractor Custodial
	Carpet tears	Daily	Custodial Maintenance
	Vacuum carpets	Daily-As needed	Contractor Custodial

Handrails	Inside stairway secured	Continuously	Custodial Maintenance
	Exterior stairway secured	Monthly	Custodial Maintenance
Ceiling Tiles	Inspect for water damage and physical damage, replace as necessary	Weekly	Custodial Maintenance
Restrooms	Cleaned and sanitized, Toilet paper, paper towels, sanitary receptacles	Daily	Custodial Maintenance, Contractor Custodial
	Toilets secure and function properly	Daily	Custodial Maintenance
	Faucets working, no leaks, hot and cold	Daily	Custodial Maintenance, Contractor Custodial
	Partitions secure and no vandalism	Daily	Custodial Maintenance, Contractor Custodial
	Soap Dispenser and paper towel dispensers secure and working	Daily	Custodial Maintenance, Contractor Custodial
	Sinks secure	Daily	Custodial Maintenance, Contractor Custodial
	Countertops secure, vandalism	Daily	Custodial Maintenance, Contractor Custodial
	Exhaust fans functioning and vents cleaned	Monthly	Custodial Maintenance
Custodial	Closets orderly	Monthly	Custodial Maintenance, Contractor Custodial
	Sufficient supplies	As needed	Custodial Maintenance, Contractor Custodial
	Sufficient equipment	As needed	Custodial Maintenance, Contractor Custodial
	Proper storage and labeling of products	Monthly	Custodial Maintenance, Contractor Custodial, Facility Director
	Custodial closet sinks functioning, no leaks and proper drainage	Daily	Custodial Maintenance, Contractor Custodial
	Lower custodial closet water pump clear of debris	Monthly	Custodial Maintenance, Contractor Custodial
	Upper custodial closet clear roof access	Daily	Custodial Maintenance, Contractor Custodial

Major Building Systems:

Electrical	Panels free of damage	Semi-annual	Custodial Maintenance
Upstairs and Downstairs closets	No items stored in electrical closets	Monthly	Custodial Maintenance

	Sweep and dust	Monthly	Contractor Custodial
	Doors latch and lock	Monthly	Custodial Maintenance
	Parking lot timer downstairs adjust seasonally	Quarterly	Facility Director
	Proper labeling on doors	Annually	Facility Director
	Classroom and office receptacles working and not damaged, grounds clear	Semi-annual As needed	Custodial Maintenance, All Staff
Lighting	All lights working as designed: classroom, hallways, closets, stairwells, entries, offices etc	Semi-Annual-As needed	Custodial Maintenance
	Light switches work	Semi-Annual-As needed	Custodial Maintenance
Fire Protection Safety	Annual system inspection, testing,	Annual in July	Facility Director, licensed
	Fire Drill Compliance	Weekly, monthly	General Manager
	Backflow testing, 3 systems in fire room	Annual in July	Facility Director, licensed
	Emergency lighting	Annual in July	Facility Director, licensed
	Fire Extinguishers	Monthly	Custodial Maintenance
	Fire Marshal inspection	Annual	Facility Director, licensed
	18" from ceiling and fishing line	Monthly	Facility Director, All Staff
	Power strips daisy chained	Monthly	Facility Director, All Staff
HVAC	Thermostat batteries check	Monthly	Custodial Maintenance
	Supply and return vents cleaned	Semi-Annual	Custodial Maintenance
	AC unit filter clean	Quarterly	Custodial Maintenance
	AC unit filter replacement	Semi-Annual	Custodial Maintenance,
	AC units inspected for wear and cleaned	Annual	Facility Director, licensed
Refrigerators	Clean inside	Monthly	All Staff, Custodial Maintenance
	Clean outside coils	Semi-Annual	Custodial Maintenance
	Proper items not mixed	Semi-Annual	Facility Director
Pest Management	Check traps and spray, plan updated every year	Every two months	Facility Director, licensed, General Manager
Plumbing	Flush tankless water heater	Yearly	Facility Director, licensed
	Water pump oil 3 drops	Monthly	Custodial Maintenance
	Eyewash and shower test	Weekly	Staff in rooms, Custodial Maintenance
	Water fountains	Daily	Custodial Maintenance, Contractor Custodial
Elevator	Communications	Monthly	Facility Director, licensed

	Safety inspection	Yearly	Facility Director, licensed
	Clean elevator door tracks, top and bottom	Weekly	Custodial Maintenance, Contractor Custodial

All staff will be trained at the beginning of the year on expectations of classroom care: 18" ceiling fire rule, hang items from ceiling with fishing line, prohibited daisy chain power strips, proper storage and labeling of chemicals, how to submit a work request.

Custodial Maintenance staff and Contractor Custodial staff will attend trainings periodically throughout the year as needed.

Facility Maintenance Assessment Report

2017 THE ASK PROGRAM

520001 The ASK Academy

Combined Id 1:
Schools Id 2:

FMAR_Date: 2/1/2017 Weather: Sunny 58 degrees

PSFA Reps: Levesque Troy Tillotson, Larry

District Reps: Dan Barbour

Overall School Maintenance Rating	
Outstanding	90.1% to 100%
Good	80.1% to 90%
Satisfactory	70.1% to 80
Marginal	60.1 to 70%
Poor	< 60%
Deficiency Factors	
Life Safety, Health or Property Loss Exposure Multipliers	
Minor Deficiency	1.5 Potential Threat and No Work Order
Major Deficiency	3.5 Immediate Threat and No Work Order

Area	Performance Items	Performance Level					Deficiency Factors			Performance Deficiencies			
		Outstanding	Good	Satisfactory	Marginal	Poor	Minor x 1.5	Major x 3.5	None	Weight	Performance	Deficiency	Calculated Score
Site	Roadway/Parking	○	●	○	○	○	○	○	●	3	-0.95	0	-2.85
	Site Utilities	○	○	●	○	○	○	○	●	5	-1.89	0	-9.45
	Playgrounds/Athletic Fields	●	○	○	○	○	○	○	●	5	0	0	0.00
	Site Drainage	○	●	○	○	○	○	○	●	8	-0.95	0	-7.60
	Sidewalks	○	●	○	○	○	○	○	●	2	-0.95	0	-1.90
	Grounds	○	○	●	○	○	○	○	●	2	-1.89	0	-3.78
Building Exterior	Windows/Calking	○	●	○	○	○	○	○	●	3	-0.95	0	-2.85
	Walls/Finishes	○	●	○	○	○	○	○	●	5	-0.95	0	-4.75
	Entry/Exterior Doors	○	●	○	○	○	○	○	●	7	-0.95	0	-6.65
	Roof/Flashing/Gutters	○	●	○	○	○	○	○	●	10	-0.95	0	-9.50
Building Interior	Walls/Floors/Ceilings/Stairs	○	●	○	○	○	○	○	●	3	-0.95	0	-2.85
	Interior Doors	○	●	○	○	○	○	○	●	3	-0.95	0	-2.85
	Restrooms	○	●	○	○	○	○	○	●	3	-0.95	0	-2.85
	Housekeeping	○	○	●	○	○	○	○	●	4	-1.89	0	-7.56
Building Equipment and Systems	Electrical Distribution	○	○	●	○	○	○	○	●	3	-1.89	0	-5.67
	Lighting	●	○	○	○	○	○	○	●	5	0	0	0.00
	Fire Protection Systems	○	○	●	○	○	●	○	○	10	-1.89	1.5	-28.35
	Equipment Rooms	○	○	●	○	○	○	○	●	2	-1.89	0	-3.78
	Heating/Cooling/Ventilation	●	○	○	○	○	○	○	●	10	0	0	0.00
	Air Filters	●	○	○	○	○	○	○	●	5	0	0	0.00
	Kitchen Equipment/Refrigeration	●	○	○	○	○	○	○	●	2	0	0	0.00
Plumbing/Water Heaters	○	●	○	○	○	●	○	○	6	-0.95	1.5	-8.55	
Maintenance Management	PM Plan	○	○	○	○	●				10	-3.77		-37.7
	FIMS and Equipment Data	●	○	○	○	○				7	0		0.00
	Staff Development	○	○	○	○	●				5	-3.77		-18.85
	Maintenance Safety	○	○	○	○	●				5	-3.77		-18.85
	Maint. Contractor Oversight	○	○	○	○	●				5	-3.77		-18.85
	Facilities Mater Plan (Renewal)	○	○	○	○	●				3	-3.77		-11.31
Total Performance Deficiencies:										-217.35			
										Total Score:			782.65
										Overall Rating:		78.27%	

Comments Section

ASK had no Major Deficiencies and two Minor Deficiencies, highlighted and addressed below. One Performance Item was Poor, is also addressed below.

Minor Roadway/Parking

Asphalt drive lanes contain visible striping, fire lanes are also visible and accessible. Handicap parking spaces are painted with signage in place.

Response: None

Site Utilities

Site utilities are secure and protected in most areas. Observed fire hydrant at Northwest entry unprotected next to drive lane, causing a concern. Recommend installing bollards or security piping, around hydrant to protect from damage.

Response: Ballards installed around fire hydrants.

Playgrounds/Athletic Fields

N/A

Response: None

Site Drainage

Site drainage installed per design and moves water away from building to holding ponds. Observed one missing splash block on the South east corner of main building causing damage /deterioration to landscaping, recommend installing a splash block and some bigger size gravel to handle drainage from gutter.

Response: Installed missing splash block, installed flag stone, and reconfigured drainage on the west side with larger gravel and positive slope to drainage pond.

Sidewalks

Site is new 2015. Sidewalks are in good condition with no uneven surfaces or safety concern at this time.

Response: None

Grounds

Observed grounds new 2015 in good maintained condition, West side of site is not landscaped. Minor damage and deterioration to landscaping Southeast corner due to missing splash block, recommend installing splash block and bigger gravel in run off area to prevent further erosion.

Response: Installed missing splash block, installed flag stone, and reconfigured drainage on the west side with larger gravel and positive slope to drainage pond.

Windows/Caulking

Building new 2015. Windows and caulking is complete and in good condition no issues at this time.

Response: None

Walls/Finishes

Exterior 2015 wall finishes are stucco which are in good condition with no issues at this time.

Response: None

Entry/Exterior Doors

Entry/Exterior doors are complete with intact hardware. Handicap access in place. Minor door reveal adjustments needed.

Response: Door adjustments completed.

Roof/Flashing/Gutters

TPO roof in good condition, clean and maintained. Drains are clean and free of debris. Areas where TPO roof is loose /wrinkling due to install. Flashing secure and sealed.

Response: Service call from roofing company to correct loose/wrinkling TPO.

Walls/Floors/Ceilings/Stairs

Building new 2015. Walls are painted with some wear in high traffic areas. Common areas and classrooms floors are exposed concrete with minor cracking. Carpet areas, clean and in good condition. Ceilings also in good condition. Hand rail on stairs is secure.

Response: Repainting in high traffic areas completed each summer.

Interior Doors

Interior doors are in good operating condition with complete hardware. Door kicks, smoke seals in place. Minor dings in solid wood doors in high traffic areas.

Response: None

Restrooms

Partition doors are complete in working condition with some scuffing on panels. Recommend increasing high dusting protocol on all return air vents and diffusers. Faucets and fixtures are clean and functional with on demand hot water throughout. Lighting is adequate.

Response: New custodian hired with detailed daily, weekly and monthly cleaning checklists. Air vents and diffusers are included. Evening contract cleaning service hours/personnel have been increased.

Housekeeping

Housekeeping in hallways, classrooms and offices is evident. Janitor closets need to be organized to be more accessible. Electrical closets are free of storage, would recommend sweeping dust and debris from floors on a more regular basis.

Response: New custodian hired with detailed daily, weekly and monthly cleaning checklists. Evening contract cleaning service hours/personnel have been increased. Janitor closet has been cleaned and organized. Electrical closets are free of storage.

Electrical Distribution

Electrical panels are marked secure and accessible, maintaining required 3' clearance. Recommend sweeping floors on a more regular basis to remove lint, dirt and dust.

Response: New custodian hired with detailed daily, weekly and monthly cleaning checklists. Electrical panel areas are included.

Lighting

Interior / exterior lighting is LED throughout all areas. Adequate lighting in hallways and classrooms. No issues at this time.

Response: None

Fire Protection Systems

Fire monitoring system in place with no trouble or advisory codes. Quarterly inspection review on sprinkler system current and in place. Annual inspection review on fire extinguishers is current. Monthly inspection review on fire extinguishers not being performed. Recommend mapping all extinguishers locations implementing PM Plan on in house monthly inspection reviews on all fire extinguishers. Refer to NFPA 10 on proper fire extinguishers inspection protocols.

Response: Monthly inspections of fire extinguishers are now being performed by maintenance, the first workday of every month. All extinguisher locations have been mapped in PM Plan.

Equipment Rooms

Organization around on demand water heater in janitor closet needs clearing of items to maintain access to equipment at all times. Increasing sweeping in equipment rooms is recommended.

Response: New custodian hired with detailed daily, weekly and monthly cleaning checklists. All equipment rooms, water heater and janitor closets are included.

Heating/Cooling/Ventilation

Heating, cooling and Ventilation is new 2015 very clean well maintained with a quarterly PM in place on filter changes with correct type and sizes per manufacture specs.

Response: None

Air Filters

Filters are on a quarterly PM schedule for filter changes. Units are secure and unable to access filters at time of visit. Informed last changed January 2017.

Response: None

Kitchen Equipment/Refrig

N/A No kitchen equipment on site.

Response: None

Plumbing/Water Heaters

On demand water heater controls have water throughout facility, and is in good working condition. Building new 2015. Faucets and fixtures are clean in good working condition and maintained. Water fountains are clean and operational - would recommend placing mats under fountains to prevent slip hazards. Eye stations are in place and functional. No weekly inspection review is being performed. Recommend checking for proper operation cleanliness and document on tag provided on eye wash stations.

Response: Mats have been placed under water fountains. Weekly inspections of eye stations are being performed and documented on eye wash station tags by managers in the classroom.

Poor Performance Item

Preventative Maintenance Plan is being completed.

State of New Mexico
Public School Facilities Authority

Johnathan 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 24, 2018

Mr. Daniel Busse, General Manager (Principal)
The ASK Academy Charter School
4550 Sundt Road
Rio Rancho, NM 87124

**Re: The ASK Academy Charter School 2017-2022 Educational Specifications (Ed Spec's)/
5-year Facility/Master Plan (FMP) Approval**

Dear Daniel Busse, Principal:

Congratulations, the purpose of this letter is to acknowledge receipt and approval of your School's 2017-2022 Ed Spec's/ Facility Master Plan (FMP), which was delivered to our office today May 23, 2018. We appreciate you taking time to forward a hard and a electronic copy of your plan to us for our Public School Facilities Authority (PSFA) FMP library and website. We strongly believe that effective master planning will be beneficial to your School as it moves forward in serving the students of The ASK Academy Charter School. I have reviewed your plan and it does meet our Ed Spec's Deliverables and our Master Plan Components and Guidelines. Remember to do yearly updates to your plan as needed.

Again, please ensure that your PMP is updated yearly, since maintenance can prolong a building or building system's life span, but ultimately, any building or system will require cyclical renewal using capital funding. Alternatively, capital investments that are not properly maintained will have a significantly decreased useful life. Consequently, it is important that the FMP and the PMP be aligned as much as possible. Continual communication between capital planner's and the school's maintenance and operational personnel is vital and is a component to meet your goals and ensure a successful planning period.

If you have any questions, please do not hesitate to call me at 468-0282.

Sincerely,

A handwritten signature in black ink, appearing to read "William W. Sprick".

Mr. William W. Sprick,
Facilities Master Planner
Public School Facilities Authority

cc: Martica Casias, Deputy Director



State of New Mexico
Public School Facilities Authority

Jonathan Chamblin, Director; Martica Casias, Deputy Director

1312 Basehart Road, SE, Suite 200, Albuquerque, NM 87106
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Website: www.nmpsfa.org

September 19, 2019

Ms. Constance Dove Castilleja, Director of Advancement
The ASK Academy Charter School
4550 Sundt Road NE
Rio Rancho, NM 87124

Dear Ms. Castilleja:

The New Mexico Public School Facilities Authority (PSFA) has received and reviewed The ASK Academy Charter School's 2019-2024 update to its existing Five-Year Facilities Master Plan/Educational Specifications (FMP/Ed Specs). We appreciate the school's time and effort in preparing this update. PSFA has reviewed the update and this letter serves as our approval, making the FMP/Ed Specs good through the end of 2024. Per the update, PSFA understands The ASK Academy has added a new facility located at 4500 Sundt Road NE, which will house the school's 6th grade academy. In addition, the update also includes the updated 2019-24 Preventative Maintenance Plan.

Please do not hesitate to contact PSFA should you have any questions regarding questions about facilities in the future. We stand ready to assist in any way possible. You can reach me at (505) 468-0289.

Sincerely,

John M. Valdez, AICP
Facilities Master Planner

c: Richard Dicks, Regional Facilities Manager, PSFA
Larry Tillotson, Maintenance and Operations Manager, PSFA
Martica Casias, Deputy Director, PSFA