EXCLUSIVE NEGOTIATION AGREEMENT

This EXCLUSIVE NEGOTIATION AGREEMENT (the "Agreement") is made and entered into to be effective as of (the "Effective Date"), by and between the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT ("District"), and SOMOS MAYFAIR , a California non-profit corporation ("SOMOS") AND THE SCHOOL OF ARTS & CULTURE AT MHP, a California non-profit corporation ("SOAC") (collectively "[OPERATOR]"). District and OPERATOR are sometimes hereinafter individually referred to as a "Party" and collectively as the "Parties."

RECITALS

A. The District is the owner of the real property located at 600 Sinclair Drive, San Jose, CA (the "Site"). The Property is not a separate legal parcel but is a part of the District's Renaissance Academy at Lee Mathson Middle School, a fully operational middle school of approximately 20 acres in size owned by the District (the "Mathson Property") and located at 2050 Kammerer Avenue, San Jose California 95116.

B. The Site was formerly improved with the former Mexican American Community Services Agency (MACSA) Youth Center facility.

C. The District and the now-defunct Mexican American Community Services Agency ("MACSA") previously entered into an Agreement for Construction and Operation of a Youth Center pursuant to which MACSA built and operated the MACSA Youth Center on the Site.

D. In or around 2015 MACSA ceased operations and the ownership of the Youth Center facility vested in the District as the owner of the Mathson Property.

E. On August 29, 2025, the MACSA Youth Center was destroyed by a fire.

F. In September 2025 the ARUSD board approved demolition of the remainder of the MACSA Youth Center structure.

G. OPERATOR desires to lease a portion of the Site on a long term basis for the purpose of constructing/reconstructing a gymnasium for use by the District and community center facilities for the purpose of offering services for the District community including family support services (e.g., wellbeing, leadership, referrals, and family educational services to prevent child abuse and increase parent engagement at home), middle school, high school and college academic support programs, youth programming, cultural programming, wraparound services (e.g., immigration support services, food access, and childcare programming for families), small business development services, employment education services, youth and family mental health services, and youth sports programming (the "Project").

H. OPERATOR understands and agrees that the planning and development of the Mathson Property is on-going for the benefit of District students and staff and that available square footage of land for potential lease for a community center shall be in the discretion of the District; this Agreement does not in any way represent a commitment by the District to enter into negotiations or a lease for the entirety of the former MACSA Site. The approximate location and size of that portion of the Mathson Property for potential development as a gymnasium and community center is shown on **Exhibit C** hereto (the "Project Site"). OPERATOR has indicated its willingness and ability to undertake certain studies, plans, inspections, designs, capital fundraising and other activities at its own cost and expense for the purpose of defining the project program, scope of development and construction and to determine the feasibility of such construction/reconstruction of a community youth center on the Project Site. The OPERATOR agrees that such activities, design, and development will not be funded or reimbursed in whole or in part by the District. Such plans and other information to be prepared and developed during this Agreement shall serve as the basis for the negotiation of a long-term ground lease for the purpose of OPERATOR'S proposed construction and operation of a non-profit community center on or about the Project Site.

I. The parties enter into this Agreement to provide an exclusive period of negotiation during which OPERATOR will explore the feasibility of constructing a gymnasium and constructing and operating a community center on a portion of the Project Site and to explore whether the construction and operation of a gymnasium and a community center at the Project Site is feasible for OPERATOR and on general terms acceptable to the District and OPERATOR so that the parties will subsequently enter into an unsubordinated long-term ground lease and construction/operating agreement for development, construction of the gymnasium and the construction and operation of a community center at the Project Site which shall be subject to the approval of the District's Governing Board.

J. The District's cooperation with OPERATOR during the term of this Agreement shall be solely for the purpose of potential negotiations of a long-term ground lease.

NOW, THEREFORE, in consideration of the Recitals above incorporated herein and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term.

The term of this Agreement ("Term") shall commence on the Effective Date and shall terminate five hundred forty (540) calendar days thereafter, unless extended or earlier terminated as provided herein.

2. Good Faith Efforts to Negotiate.

OPERATOR agrees to diligently and in good faith develop a plan to meet the "Project Milestones" set forth in Section 4 below, and to regularly update and inform District of its progress in meeting the Project Milestones. The Parties agree, for the term of this Agreement and provided there is continued progress towards meeting and achieving the Project Milestones described in Section 4, to negotiate diligently and in good faith to determine each party's responsibilities, and prepare and enter into a long term ground lease and for the development, construction and operation of a community center at the Project Site that is mutually agreeable to the parties.

3. OPERATOR's Exclusive Right to Negotiate With the District.

The District agrees that it will not, during the term of this Agreement, directly or indirectly, through any officer, employee, agent, or otherwise, solicit, initiate or encourage the submission of bids, offers or proposals by any person or entity with respect to the development of the Project Site with a community center thereon (not including the planning or construction activities of the District) and the District shall not engage any broker, financial adviser or consultant to initiate or encourage proposals or offers from other parties with respect to the development of the Project Site or any portion thereof for a community center.

Nothing herein shall prohibit or preclude the District from planning, implementing, or constructing new facilities, improvements or modernizations on all or any portions of the Mathson Property, or otherwise limit or impair the right of the District to undertake such activities.

Nothing herein shall prohibit or preclude the District from relocating, installing or removing utilities, sewer mains, or laterals on, under or through the Project Site. The District shall consult and share potential site improvements that may impact the Project Site and programming.

Nothing herein shall be deemed to guarantee that a final lease, construction, and operation agreement will be executed; however, the Parties acknowledge that the purpose of this Agreement is to work collaboratively and in good faith toward that outcome.

The District agrees that, upon Operator's substantial completion of the Project Milestones and continued good-faith performance under this Agreement, it shall negotiate exclusively and in good faith with Operator toward the execution of a mutually acceptable long-term ground lease and operating agreement consistent with the principles and intent set forth herein and subject to final approval of the District's Governing Board.

If, after such good-faith negotiations, the District determines that it cannot approve a

proposed agreement, the District shall provide OPERATOR with written findings identifying specific factual, safety, program, operational, legal, financial, or policy reasons for its decision, and the Parties shall meet and confer in good faith to determine whether those issues can be reasonably addressed before any final decision not to proceed is made.

4. OPERATOR Obligations During Negotiation Period; Project Milestones.

During the term of this Agreement the Parties shall meet periodically and the OPERATOR shall demonstrate that it has substantially completed all the following tasks (the "Project Milestones")

MACSA

(i) OPERATOR'S Vision:

The Project will serve as a thriving, community-rooted hub where youth, children, families, and residents of East San José access holistic services, wellbeing services, cultural connections, civic engagement, and career and educational opportunities. The space will serve as a connection point between services agencies, the Operator, and The District to align services for the community. The multi-tenant space will uplift equity, promote healing, and catalyze generational change. We envision a vibrant center that reflects the resilience and leadership of our community, where youth thrive, families are supported, and collective power builds a just and joyful future for all.

The project site will be a visionary project that will not only serve the District community, but it will launch a new era of creative use of school sites.

(ii) Project Overview

The School of Arts and Culture at MHP (SOAC) and SOMOS Mayfair are partnering to rebuild a gymnasium and youth/community center as a vibrant, community-centered campus that honors MACSA's legacy while addressing current needs in East San José's Mayfair neighborhood.

The project site will be developed as a multi-use hub offering a mix of community services, arts and cultural programming, educational resources, and workforce development opportunities. The site will serve as a bridge between the District, local families, and community partners committed to equitable development and student success.

(iii) Community Benefits and Offerings

The project site will deliver meaningful benefits to students, families, and

the surrounding community (a more expansive list of potential community benefits is provided as Exhibit A; nothing herein shall be construed as the District's agreement with proposed uses):

- **Community Resources & Services**
  - Culturally responsive programs in youth development & leadership, family wellbeing support, workforce training, and immigrant services.
  - Arts and cultural programming led by SOAC and local partners celebrating Mayfair's diverse heritage.
  - Dedicated space for civic, nonprofit, and neighborhood gatherings.
- **District Access and Use**
  - Priority scheduling and use during school hours and in connection with extracurricular programs and events, and access to the **gymnasium** for the District to serve students and District programs and activities, including but not limited to extracurricular activities. Secondary priority access for family, and community programs in accordance with District facilities use regulations as part of the community benefits and sustainability.
  - Operator will explore office space for District initiatives and for OPERATOR or subtenant partner staff serving students and families. The proposed square footage of office space will be determined by the Operator in consultation with interested subtenant users and District.

(iv) Milestones and Timeline.

The proposed 540 days conditional access period will allow OPERATOR to conduct due diligence, feasibility studies, and early design work necessary to advance the project toward a long-term ground lease and full capital campaign.

Phase	Timeline**	Milestones
1. Project Site Access & Pre-Development	Months 1–3	Execute conditional access agreement (with access terms and indemnity and insurance requirements for protection of District), conduct building assessments, environmental review, and space utilization study. Identify an ARUSD lead and Liaison.

		The District will provide existing property related documents to facilitate OPERATOR's due diligence and feasibility reviews. District shall not be responsible for the cost or expense of studies, analyses or inspections in connection with such activities.
2. Feasibility & Design Studies	Months 3–6	OPERATOR: Complete feasibility, structural, and cost studies; develop conceptual site plan and operational framework.
3. Program Design & Partner Engagement	Months 6–9	OPERATOR: Convene community advisory group; confirm programming priorities and service partners; align offerings with District goals.
4. Preliminary Design & Ground Lease Negotiation	Months 9–10 Month 10 Month 11-12	OPERATOR: Advance schematic design; Present proposed ground lease terms & conditions to the District for District consideration PARTIES: Initiate negotiations for long-term ground lease and operating agreement with the District
5. Capital Campaign Preparation	Months 12–15	OPERATOR: Finalize project budget and capital stack; prepare campaign materials and engage potential funders. OPERATOR: Launch capital campaign; establish governance and operational structure through the Mayfair Neighborhood Trust.
6. Transition to Implementation	Months 15–18	PARTIES: Complete ground lease negotiations; ground lease shall be subject to OPERATOR providing satisfactory evidence of funding commitments for construction

**** "Months" period is subject to, and does not modify, the 540 days term specified in Section 1.**

(v). Outcomes of the 540 days Period

At the conclusion of the 540 days period, SOAC and SOMOS Mayfair will deliver:

- Funding commitments for construction of the community center.
- A comprehensive feasibility and design package ready for development.
- A negotiated long-term ground lease proposal with Alum Rock Union Elementary School District.
- Provide quarterly updates to board on progress.

5. Termination

This Agreement may be terminated prior to expiration of the Term only as follows:

a) Upon either Party's material breach of this Agreement, provided that the non-breaching Party has provided written notice of such breach and the breaching Party fails to cure within sixty (60) days of receipt of such notice;

b) OPERATOR'S failure to meet the Project Milestones within the time periods provided;

c) Upon mutual written agreement of the Parties; or

d) If, after OPERATOR's substantial completion of the Project Milestones (as defined in Exhibit A) and at least ninety (90) days of documented good-faith negotiation, the Parties are unable to reach agreement on the form of a long-term ground lease, in which case the District shall provide a written statement identifying the specific reasons for rejection, and the OPERATOR shall have sixty (60) working business days in accordance with the ARUSD administrative calendar to address such deficiencies.

The District shall not terminate this Agreement solely on the basis that further negotiations would be "unproductive" where the Operator has substantially completed the Project Milestones.

6. Conditional Right to Lease

Upon Operator's substantial completion of all Project Milestones, including evidence of funding commitments for construction the District shall be obligated to negotiate exclusively and in good faith toward execution of a long-term ground lease substantially consistent with the material terms attached as Exhibit B.

Community Benefits, Rent and Consideration

- In exchange for community benefits (programs and services) and costs associated with new building construction and development costs, no rent or ground lease payments will be required.
- OPERATOR shall not assign or transfer its rights under a potential ground lease unless agreed-upon by the District.

The community center shall be used for the agreed upon non-profit services, and for no other purpose such as a charter school.

The District's Governing Board shall not unreasonably withhold or delay approval of such lease, and any denial shall be accompanied by written findings identifying specific factual, safety, program, operational, legal, financial, or policy grounds.

Before any final denial, the Parties shall meet and confer in good faith to determine whether the identified issues can be resolved, and Operator shall have sixty (60) working business days in accordance with ARUSD administrative calendar to cure or modify its proposal accordingly.

7. Disclosures and Cooperation.

District and OPERATOR shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations, provided that nothing herein shall obligate District to incur any expense. Unless precluded by law, District shall keep confidential all proprietary information provided by OPERATOR to District and marked and identified as such by OPERATOR.

OPERATOR acknowledges that formal approval of any final ground lease, construction, and operating agreement must be obtained from the District's Governing Board, and that no District officer or employee, other than the Board, has authority to bind the District to such agreement.

OPERATOR and DISTRICT shall provide disclosure with respect to any recent or current lawsuits that may relate or impact this Agreement.

8. Governing Law; Jurisdiction and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Prior to initiating any legal action, the Parties agree to first engage in good-faith mediation with a mutually acceptable neutral within Santa Clara County.

Any action or proceeding arising out of or relating to this Agreement that cannot be resolved through mediation shall be brought in the appropriate court for the County of Santa Clara, California, and each Party hereby irrevocably consents to the jurisdiction of such court for that purpose.

9. No Third-Party Beneficiaries; Agreement Non-Assignable.

District and OPERATOR expressly acknowledge and agree that they do not intend, by their execution of this Agreement, to benefit any persons or entities not signatory to this Agreement, including, without limitation, any brokers representing the parties to this transaction.

10. Notices.

Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by e-mail and also by one or more of the following methods:

(i) personal delivery, in which case notice is effective upon delivery;
(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or
(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

11. Severability.

If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, to the maximum extent permitted by law.

The Parties shall in good faith negotiate a valid and enforceable modification that most nearly reflects the original intent of the invalidated provision.

12. Entire Agreement; Amendments In Writing; Counterparts.

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest and approved by the District's Governing Board. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13. Successors and Assigns; No Third-Party Beneficiaries.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided however, that neither Party shall transfer or assign any of such Party's rights hereunder by operation of law or otherwise without the prior written consent of the other Party, and any such transfer or assignment without such consent shall be void. Subject to the immediately preceding sentence, this Agreement is not intended to benefit and shall not run to the benefit of or be enforceable by, any other person or entity other than the Parties and their permitted successors and assigns.

14. Brokers.

Each Party represents that it has not engaged or retained any broker or finder in connection with this Agreement whose actions would give rise to a claim for a commission or finder's fee.

Each Party shall indemnify the other only for any claims actually asserted by a broker or finder engaged by that Party in connection with this Agreement, and such indemnity shall not extend to consultants, advisors, or professional service providers engaged for feasibility, financing, or project advisory purposes.

The terms of this Section shall survive expiration or earlier termination of this Agreement, but only with respect to claims arising from actions taken during the Term.

15. Captions.

The captions of the sections and articles of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions hereof.

16. Counterpart Originals.

This Agreement may be executed in counterparts which, when taken together, shall constitute but one and the same instrument.

17. Covenants Re: Non-Profit Status; Prohibition on Political Contributions.

Each of SOMOS and SOAC acknowledge, agree and covenant that during the term of this Agreement and any lease agreement contemplated herein they each shall, respectively: (i) maintain their standing as non-profit organizations pursuant to section 501(c)(3) the Internal Revenue Code and with the California Secretary of State and the California Attorney General's Registry of Charitable Trusts; and (ii) dutifully observe, abide by and perform the prohibitions against directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office pursuant to section 501(c)(3) the Internal Revenue Code and under applicable state law. SOMOS and SOAC each further acknowledge that they have read and understand the District's Board Resolution #33-25/26, agree to be bound by its terms and agree to sign the certification specified in Resolution #33-25/26 as a material condition to this Agreement, and further acknowledge and agree that compliance with Resolution #33-25/26 shall be a material requirement of any lease agreement that may be entered into by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

DISTRICT:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By:

By: _____
Its: _____

OPERATOR:

The School of Arts and Culture at MHP, a California non-profit corporation

By:_____
Its:_____

SOMOS Mayfair, a California non-profit corporation

By:_____
Its:_____

EXHIBIT A

Community Programming / Activation	Community Benefit	Potential Partners
Built New Gym & Co-use of the Gymnasium	Built a new gym to provide ARUSD students and Community groups including Collective partners with a space to play and learn through ARUSD and Partnership activities. Provide programming to enhance the wellbeing of families through physical and cultural activities. Collaborate with the City to offer late-night gym programming to reduce crime and increase positive, pro-social activities for young people. Support with ARUSD basketball programs. Coaching Boys into Men (CBIM) is the only evidence-based violence prevention program that equips school coaches to teach male athletes healthy relationships, mental health practices, and that violence is never strength. Develop an operating agreement and protocols to ensure coordinated efforts between ARUSD and the Partnership.	ARUSD & The Partnership Next Door Solutions
Rebuild the	The community center will serve as a Community Benefit for ARUSD and East Side families, children,	The

MACSA Center Site	youth, and residents to have access to gym facilities, holistic services, cultural connections, economic opportunities, and educational opportunities. Engage in a community vision process to identify the programming needs of youth and their families across ARUSD and stakeholders. Engage ARUSD and stakeholders in site design and development to maximize space use and restore the location.	Partnership
First 5 Programming	FIRST 5 programming ensures that the needs of young children, prenatal through age 5, are a priority in all sectors of the community. First 5 programming will ensure healthy development of young children and enrich the lives of their families and communities in Santa Clara County. - Early Learning - Positive Parenting Programs and education - Bridge To Kinder Programming - Father Engagement programs - Neurodivergent & special needs children program - Ages and Stages Questionary - Home Visitation Program - Case Management for Families - Resources SOMOS Mayfair specific programming will work with the entire family to deliver wellbeing, leadership, referrals, and family educational services to prevent child abuse and increase parent engagement at home, in neighborhoods, and in schools.	SOMOS/Grail and First 5 Santa Clara County
Academic and	These programs equip elementary and middle school	The Hispanic

College Support	students, and educators with inclusive curricula and tools that honor the cultural identities of students, foster critical thinking, and inspire academic achievement. Provide support services to assist low-income members of our community to achieve their educational goals and create pathways to college. Work with the City of San Jose to bring forward a satellite library to enhance literary rates and develop a love for reading for youth, children and their families.	Serving Institution Initiatives at SJSU Chicano Studies Department, San Jose State University Culture Reading Series Program, San Jose State Evergreen College EOP & Learning Resource Centers Satellite library, City of San Jose
Youth Programming & Children and Youth Masterplan	SOMOS Mayfair and partners will develop youth services and programming to develop the next generation of leaders, prevent drug abuse, and youth violence in East San Jose. Align city and county efforts to implement the Children & Youth Masterplan to ensure families have a no wrong door approach to services. Provide services for system impacted youth, positive	SOMOS Mayfair East San Jose Youth Building Peace Coalition Next Door

	relationships, foster care support.	Solution City of San Jose & Santa Clara County San Jose Youth Empowerment services
Cultural Programming	Provide year-round cultural programming that uplifts local artists and celebrates diverse traditions that reflect the ARUSD population. Events, workshops, and festivals create spaces for community connection, creativity, and cultural pride. Danza Azteca cultural programming, dance, cultural art, yoga, and trauma centered healing.	School of Arts of Culture Indigenous cultural groups
Wrap Around Programming	Provide essential basic services such as but not limited to immigration support services, food access, and childcare programming for families.	SSPC partners, City and County
La Esquina Small Business Development services	Partner to provide training, referrals, and ongoing support for ARUSD-East Side families seeking to start their own business. Provide unique services to increase cooperative business development assistance for ARUSD families. Provide entrepreneur education such business plans, technical assistance, tax services,	Latino Business Foundation & Excite Credit Union & SOMOS Mayfair

Employment Education Services	Offer job training opportunities and referrals for ARUSD families centering the following pathways: - Business development - Construction and building maintenance - Entry level Medical - Culinary - Technical Trades	Center for Employment & Training & Labor Unions
Food and Land Services and Programming	Transforming space into a hub where food, nature, and culture connect people and strengthen community resilience. - Food justice & access: farm boxes, teaching kitchen. - Health & cultural relevance: teaching healthy, culturally rooted cooking. - Environmental stewardship: community gardens, California natives, biodiversity hubs. - Community connection: spaces that reduce isolation and foster togetherness.	Veggielution
Childcare Services & Early Learning	Childcare, early childhood education, parent programs, case management services and family engagement activities for ARUSD families.	Grail Family Services
Sport & Physical Activities Programming	Offer sports activities and somatic practices for youth and adults to improve physical health and social-emotional wellbeing through gym and soccer/track and field activation/programming.	Legen5 Fut5al and other Rec leagues
Youth & Family	Partner with CBO Clinics to develop accessible youth	Community

Mental Health Services	and family mental health services. Provide referrals for women's health care services. Provide primary, preventive and behavioral health care that helps families thrive, focusing on outreach.	Health Partnership School Health Clinics of Santa Clara County
Community Engagement & Empowerment Programs	Provide support for parents, youth, and neighbors to build community and advocacy for issues impacting their families. - Community Engagement & Education - Creating a network of neighbors - Cultural events - Leadership development - Know your rights workshops	SOMOS Mayfair Amigos De Guadalupe

EXHIBIT B

Long term considerations for prospective ground lease:

(i) **Potential Project Site, Term & Renewal**

- The former MACSA Youth Center general area – Precise acreage to be determined by the District in its discretion through the master planning of the Mathson property.

- Initial term: To be negotiated between District, OPERATOR and its lenders but shall be no less than 50 years with potential for additional extensions.

- Prior to signing terms: OPERATOR and their partners will have the right to inspect before taking possession and after work is completed.

(ii**) Operations and Maintenance**

- OPERATOR will assume all cost, expense, and responsibility for all construction in accordance with building, construction and inspection standards applicable to public school districts.
- OPERATOR will assume all cost, expense, and responsibility for all general maintenance and repairs and upkeep.
- OPERATOR will assume all cost, expense, and responsibility for Utilities (water, power, internet, trash, etc.)
- OPERATOR will assume all cost, expense, and responsibility for Security and facility staffing
- OPERATOR will assume all cost, expense, and responsibility for Janitorial and landscaping
- OPERATOR shall, at its own cost and expense, maintain the constructed facilities and site in good condition and repair during the duration of the lease.
- OPERATOR shall be responsible for the cost of reconstruction of the facilities in the event of partial or total destruction.

(iii) **Community Benefits, Rent and Consideration**

- In exchange for community benefits (programs and services), costs associated with building construction and development costs, no rent or ground lease payments will be required
- OPERATOR shall not assign or transfer its rights under a potential ground lease unless agreed-upon by District.
- The community center shall be used for the agreed upon non-profit services, and for no other purpose such as a charter school.

(v) **Compliance and Reporting**

- OPERATOR shall maintain its corporate and non-profit status in good standing under state and federal law.
- OPERATOR will provide the District with annual reports summarizing usage, programming, and maintenance activities.
- Both parties will meet annually to review operations.

(vi) **Partnership: Community Access and Alignment**

- Partnerships with City, County, Schools/Higher Education, and Nonprofits to ensure students, families and school districts benefit.
- Programming and non-profit tenants will prioritize community needs and public benefit through community assessment.
- The District may refer students/families for services or use space for agreed-upon joint activities.

(vii) **Insurance and Liability**

- OPERATOR will maintain general liability, property, and workers' comp insurance as required.
- The District is indemnified except in cases of gross negligence or willful misconduct.

(viii**) Dispute Resolution**

- Any disputes will be resolved via mediation first, then binding arbitration if necessary.

EXHIBIT C

Project Site Map

(Approximate Location of Project Site)