



**Governing Board Meeting
Friday, March 6, 2026**

Revised March 3, 2026



NOTICE OF MEETING

The regular meeting of the Governing Board of the Davidson Academy will be held starting at 2 p.m. on Friday, March 6, 2026.

This public meeting will be held via videoconference and there will be no physical location for the meeting. Members of the public wishing to hear and observe the meeting may do so using the following link:

<https://davidsonacademy-unr-edu.zoom.us/j/94243008638>.

Public comment for this meeting will be received via email, videoconference participation, and telephone. Those wishing to provide public comment via email may email their public comments to boardcomments@davidsonacademy.unr.edu. All public comments received via email before and during the meeting will be forwarded to the Governing Board of the Davidson Academy for their consideration and will be included in the public record as minutes but will not be read aloud during the meeting. Those wishing to provide live public comment via videoconference may do so using the following link: <https://davidsonacademy-unr-edu.zoom.us/j/94243008638>

Those wishing to provide live public comment via telephone may dial +1 669-900-6833. The Webinar ID is:942 4300 8638

AGENDA

2 p.m.

- A. ROLL CALL*
- B. WELCOME AND INTRODUCTIONS*
- C. PUBLIC COMMENTS*

The public may comment on any subject that is not on the agenda that is pertinent to the Davidson Academy. Each speaker will be limited to three minutes. Public comment relating to an agenda item will be taken during discussion of that item if so requested by a member of the public. Comment will be limited to three minutes but speaking time may be reduced at the discretion of the chair of the meeting, if there are a large number of speakers on a given subject. No comments will be restricted based upon viewpoint.

Davidson Academy

1164 N. Virginia Street, Second Floor, Reno, Nevada 89503 • (775) 446-7778 • FAX (775) 418-1453
www.davidsonacademy.unr.edu

D. APPROVAL OF AGENDA *(for possible action)*

The public is notified that the Governing Board may take items on the agenda out of order; combine two or more agenda items for consideration; remove an item from the agenda; or delay discussion relating to an item on the agenda.

E. APPROVAL OF MINUTES

Meeting of Friday, November 14, 2025 (for possible action)

F. REPORTS*

1. ACADEMY DIRECTOR*

- a. General Program Updates
- b. College Planning Updates

2. MEDIA AND OUTREACH*

G. GENERAL BUSINESS (for possible action)

1. Review, discuss, and possibly approve three agreements related to the proposed development, financing, construction and leasing of a new facility for the Davidson Academy on the campus of the University of Nevada, Reno by the Davidson Academy's parent organization the Davidson Institute for Talent Development and/or affiliated parties.
 - a. Ground Lease between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (the University) and CoreLink-DA Holdings, LLC
 - b. Fourth Amended Lease Agreement between the University and the Davidson Institute on behalf of the Academy
 - c. Amendment between the University and the Davidson Institute on behalf of the Academy
2. Review, discuss, and possibly approve engagement of auditors Baker Tilly to conduct required annual audit of financials by independent third party.
3. Review, discuss, and possibly approve a list of additional candidates for graduation in May 2026, subject to each candidate's completion of requirements for graduation.

H. PUBLIC COMMENTS*

The public may comment on any subject that is not on the agenda that is pertinent to the Davidson Academy. Each speaker will be limited to three minutes. Public comment relating to an agenda item will be taken during discussion of that item if so requested by a member of the public. Comment will be limited to three minutes but speaking time may be reduced at the discretion of the chair of the meeting, if there are a large number of speakers on a given subject. No comments will be restricted based upon viewpoint.

I. ADJOURNMENT (for possible action)

Next Meeting Dates for 2026:

Friday, May 29, 2026, 2:00 p.m.
 Friday, September 25, 2026, 2:00 p.m.
 Friday, November 20, 2026, 2:00 p.m.

CERTIFICATE OF POSTING OF THIS AGENDA

I hereby certify that In accordance with NRS 241.020, on or before *Tuesday, March 3, 2026* at 9:00 a.m., a copy of this agenda was delivered to the post office used by the Davidson Academy addressed to each person who has requested to receive copies of Davidson Academy Governing Board meeting agendas; a copy of this agenda was emailed to each person who agreed to receive copies of Davidson Academy Governing Board meeting agendas by electronic mail; and a copy has been posted online at Notice.NV.gov and at the Academy's website (<http://www.DavidsonAcademy.UNR.edu/>). A physical copy was posted at the Davidson Academy, Reno NV, per NRS 241.020.

/s/ Aimee Fredericks
 Governing Board Clerk
 Email: afredericks@davidsonacademy.unr.edu
 Phone: 775-446-7778

Governing Board: *Bob Davidson, Roger Davidson, Hon. Brian Krolicki, Mark Herron, Lauralyn Lovell McCarthy Sandoval, Richard Trachok, and Annette Whittemore; Ex-Officio: Joseph Ernst, Dr. Victor Wakefield, and Hon. Brian Sandoval.*

Note: *The Governing Board may take items on the agenda out of order; combine two or more agenda items for consideration; remove an item from the agenda; or delay discussion relating to an item on the agenda.*

Those items followed by an asterisk () are items on the agenda upon which the Governing Board will take no action.*

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call Colleen Harsin at 775-446-7778 at least 24 hours prior to the meeting.

Copies of the packets containing support material for this agenda are available at no charge on the Davidson Academy website at <http://DavidsonAcademy.UNR.edu>. Copies may also be obtained by sending a request via email to charsin@davidsonacademy.unr.edu or by contacting Aimee Fredericks by mail at Davidson Academy, 9665 Gateway Drive, Ste. B, Reno, NV 89521, or by telephone at 775-446-7778.

Meeting agendas and minutes are available on the [Academy's website](http://www.DavidsonAcademy.UNR.edu/) (<http://www.DavidsonAcademy.UNR.edu/>).

Index

Tab 1: Minutes of Governing Board Meeting, November 14, 2025

Tab 2: 2026 candidates for the U.S. Presidential Scholars Program

Tab 3: Media and Outreach Report

Tab 4: Memorandum to Board of Governors regarding background, structure, and status of Davidson Academy Building Project

Tab 5: Memorandum to Board of Governors regarding summary of project documents submitted to the Board for approval at March 6, 2026 meeting

Tab 6: Proposed resolutions approving Ground Lease, and copy of draft Ground Lease

Tab 7: Proposed resolutions approving Jot Travis Lease Amendment, and copy of draft Amendment

Tab 8: Proposed resolutions approving 2005 Agreement Amendment, and copy of draft Amendment

Tab 9: Audit proposal

Tab 10: Proposed resolution approving additional 2026 graduates

Minutes of the Meeting
The Davidson Academy Governing Board
November 14, 2025

Call to Order

The regular meeting of the Governing Board of the Davidson Academy was called to order at 2:01 p.m. This public meeting was held by videoconference allowing members of the public to hear and observe the meeting. Members of the public were invited to provide comments by telephone, through videoconference, or by email.

A. Roll Call

Roll call was completed by Meeting Chair, Mark Herron. In attendance were Bob Davidson, Roger Davidson, Annette Whittemore, Lauralyn McCarthy-Sandoval, and Brian Krolicki. Also, present were Davidson Academy Director, Colleen Harsin; Legal Counsel, Ann Alexander; Vice President for Finance and Administration, Karin Dixon; Director of Accounting, Kevin Connelly; Governing Board Clerk, Aimee Fredericks; and IT Support, Ken Brouchard. Brian Sandoval, Richard Trachok, Victor Wakefield, and Joseph Ernst were not present. Following completion of roll call, a quorum of voting members was confirmed.

B. Welcome and Introduction

Mark Herron welcomed Board Members and members of the public in attendance.

C. Public Comment

Mark Herron provided instructions concerning public comment as stated under item C. of the meeting agenda.

Mark Herron stated that this meeting would be held without a physical location, but in compliance with Nevada legislation, was available for visual participation, and audio call-in for public comments. He referenced the public comment details provided in the agenda and confirmed that public comments, if made, would be received by email or by telephone. No comments were received.

D. Approval of Agenda

Mark Herron requested a motion to approve the meeting agenda. Motion was made and seconded for approval of the meeting agenda as submitted. Motion carried unanimously.

E. Approval of Minutes

Mark Herron requested approval of the minutes for the meeting of September 26, 2025, included in the board book for this meeting. Motion was made and seconded for approval of the minutes as submitted. Motion carried unanimously.

F. Reports

1. Academy Director

a. General Program Updates

Colleen Harsin started her report by providing a summary of fall semester activities to date. She confirmed for the Board that the addition of Fall Break worked well for students and staff and will be included in future Davidson Academy academic calendars moving forward. Academy staff and instructors participated in a productive professional development day on October 13, 2025. As required, students were administered the PSAT/NMSTQ test. Respect Week was held and included activities led by the Academy's Peer Advising Liaisons promoting a respectful learning environment and well received by all students. The Junior/Senior trip was held at Six Flags Amusement Park. Fifty-five students attended and all went well. Office of Suicide Prevention sessions were held and coordinated through Life is Worth It and curriculum from Erica's Lighthouse. Monthly parent meetings continue and semester advising is underway. Cognia Surveys went out to all stakeholders with good participation. Students are organizing the annual Thanksgiving potluck, Spirit Week, and the Winter Dance, all scheduled for next week.

Board Member, Brian Krolicki referenced the new fall break addition to the Academy calendar and asked how the days were made up. Ms. Harsin confirmed that the Academy school year now starts a week earlier, and some slight changes were made to the daily schedule. She reported overall the calendar change was well received although students taking university classes were not able to fully participate. Mr. Krolicki also commented that it's been some time since the Board had an in-person meeting and that occasionally parents would attend. He asked for clarification on the parent attendance at the parent meetings. Ms. Harsin confirmed that two parent zoom meeting times per month are provided and there's also an increased opportunity for parent involvement and volunteering.

Ms. Harsin continued her report providing the Board with a 2026-2027 admissions summary. The application for the 2026-2027 school year opened in August 2025. Since that time, ten applicants were admitted, three were declined admission, and four were ineligible to continue with the application review process. Ten more applicants are confirmed for readiness assessment in November. Seventy applications are in progress, and the final application deadline is January 15, 2026.

Ms. Harsin referred Board members to Tab 2 of their board books for a copy of the Davidson Academy Budget Report for the first quarter for their review. The formatting is a bit different since changing to the Aptifund System. She referred Board members to Tab 3 for a copy of a report from a recent inspection from the Health Department. In their first inspection they asked that furniture that can't be easily disinfected be removed, which was done. Under Tab 4 Ms. Harsin referred to the state Accountability Report Card for the Davidson Academy including enrollment and graduation rate, noting there was a slight increase in the chronic absenteeism rate. The reported bullying incidence rate decreased.

Under Tabs 5 and 6 she referred to the Nevada School Performance Framework (NSPF). The Academy received a five-star rating. She confirmed that she and other staff members were following up with the state regarding this reporting as the information isn't necessarily

indicative of the Academy and is influenced by factors out of the Academy's control. SBAC scores put Davidson Academy students at the advanced growth level.

Under Tab 7 she referred the Board to the Q1-Q2 Pupil Enrollment and Attendance Audit for the 2024-2025 school year. The report indicated a small finding having to do with an attendance coding error that is being resolved. The Academy received notice of the Pupil Enrollment and Attendance Audit for the 2025-2026 school year, which has been moved to April 2026 due to the originally proposed date being during the Academy and UNR finals schedule.

Ms. Harsin confirmed that 40 Davidson Academy students were seeking graduation in Spring 2026, with 199 applications having been submitted to 91 colleges. This is the time of year when decisions are starting to be received, and she will share more information on Class of 2026 college applications at the next meeting.

2. Vice President and Chief Financial Officer
Mark Herron confirmed there were no reports at this time.

3. Media and Outreach

Ms. Harsin referred to Tab 8 for a summary of media updates and notable website mentioned including recently available Niche rankings. The summary also reflects key performance indicators and website metrics.

G. General Business

1. The Governing Board will review, discuss, and possibly approve a list of candidates for graduation in May 2026, subject to each candidate's completion of requirements for graduation.

Ms. Harsin referred Board members to Tab 9 and requested Board approval of the proposed 2026 Davidson Academy graduates. Mark Herron asked for motion to approve proposed graduates subject to those students satisfactorily completing graduation requirements. Motion to approve was made and seconded. Motion carried unanimously.

H. Public Comment

There were no comments from the public at this time.

I. Adjournment

Mr. Herron referred the Board to proposed quarterly meeting dates for 2026.

Friday, March 6, 2026, 2:00 p.m.

Friday, May 29, 2026, 2:00 p.m.

Friday, September 25, 2026, 2:00 p.m.

Friday, November 20, 2026, 2:00 p.m.

There being no further business coming before the Board in the public meeting, Mr. Herron asked for a motion to adjourn. Motion was made, seconded, and carried unanimously. The

meeting adjourned at 2:54 p.m.

Aimee Fredericks

Respectfully submitted by Aimee Fredericks, Governing Board Clerk

Unapproved



2026 Candidates for the U.S. Presidential Scholars Program

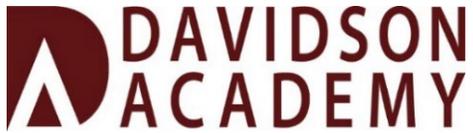
Ethan Chan
Owen Chang
Upamanyu Dutta
Kaison Fong
Elijah Joseph
Minu Lee
Rowan Muir
Narayan Nair
Corina Nicolescu
Garam O'Brien
Aadi Patwa
Kevin Pettibone
Rainier Porter
Henry Tatum
Isabella Tran
Madison Tran
Elli Wang
Keizou Wang
Kenji Wang
Alexander Weaver

For the **general component** of the program, students who meet the following criteria:

- are or will be U.S. citizens or Legal Permanent U.S. Residents by the application deadline;
- graduate or receive a diploma between January and August of 2026, the current program year;
- score exceptionally well on either the SAT of the College Board or the ACT of the American College Testing Program, based on tests taken during the year window that begins in August, 2022 and runs through October, 2025, (for the recognition cycle concluding in June, 2026), nominated by their Chief State School Officer (CSSO) or nominated by one of our partner recognition organizations based on outstanding scholarship.

Application for the U.S. Presidential Scholars Program is **by invitation only**.

<https://www.ed.gov/grants-and-programs/recognition-programs/us-presidential-scholars-program>



Media and Outreach Updates

Media Updates/Notable Website Mentions

- Davidson Academy Senior Named Coca-Cola Scholars Regional Finalist-
<https://www.davidsonacademy.unr.edu/news/davidson-academy-senior-named-coca-cola-scholars-regional-finalist/>
- Davidson Academy Team Wins Nevada Science Bowl, Advances to National Finals For 7th Year in a Row-
<https://www.davidsonacademy.unr.edu/news/science-bowl-team-2026/>

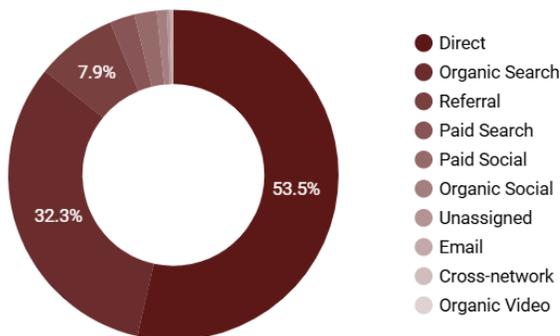
January Academy Website Metrics

(January 1-31, 2026)

Key Performance Indicators (P/P)

All Sessions 14,628 ↓ -3.6%	Pages / Session 1.57 ↑ 4.0%	Sessions / User 1.23 ↑ 0.8%
Engagement rate 38.26% ↑ 3.9%	Session Duration 00:02:09 ↑ 15.5%	Application Outbound 282 ↑ 8.5%
DAO Outbound 143 ↓ -23.1%	Institute Outbound 589 ↑ 1.6%	eNewsletter Signups 25 ↓ -13.8%

Users by Acquisition Channels



Top Viewed Pages

Page title	Pageviews ▾	% Δ
Davidson Academy: A School for Highly Gifted Students	2,788	8.8% ↑
How to Apply - Davidson Academy	2,125	-43.4% ↓
Understanding Asynchronous Development in Gifted Students	1,257	73.6% ↑
Eligibility - Davidson Academy	1,126	-11.7% ↓
Testing Requirements - Davidson Academy	1,068	-5.2% ↓
Davidson Academy Admissions	457	14.2% ↑
Gifted Student Characteristics Davidson Academy	408	-25.0% ↓
Differentiated Instruction Strategies for Gifted Students	400	6.4% ↑
Why Do Gifted Students Struggle in School? Davidson Academy	383	-4.7% ↓
Tuition - Davidson Academy	373	-13.7% ↓
Underachievement in Gifted Students - Davidson Academy	368	-2.9% ↓
How to Support Gifted & Talented Students in the Classroom	347	-6.7% ↓
Contact Us - Davidson Academy	298	2.4% ↑
About Us - Davidson Academy	242	13.1% ↑
Academics - Davidson Academy	224	19.1% ↑
A Day in the Life - Davidson Academy	217	8.0% ↑
Types of Behavioral Problems Gifted Children Face Davidson	217	27.6% ↑
Curriculum Models for Gifted Learners Davidson Academy	216	2.4% ↑

1 - 20 / 512 < >

Organic search: search engines such as Google

Direct: directly visiting our website

Referral: Arriving on our website via a link from another website, such as NAGC or a news article

Social: Social Media such as Facebook and X

CTR: Click through rate

CPC: Cost Per Click

Key Takeaways

Total sessions decreased by 4% due to applications closing. Pageviews associated with applications saw decreases down to their normal levels:

- How to Apply: 2,125 (-43%)
- Eligibility: 1,126 (-12%)
- Tuition: 373 (-14%)

Prior to applications closing, we saw a large spike in application outbound clicks. This is normal, as parents and students go to the application page to submit a last minute application. January 15 marked the largest single day in application clicks this year, at 33. Nearly half (48%) of clicks to the application site for this year's cycle happened between December 15 and January 15. This was due to the last minute rush to get an application completed, and the update to the How to Apply page making the application site's primary CTA more visible.

Organic Traffic and Rankings

Total sessions from organic search increased by 9%, which is normal as search volume recovers from a lower holiday period. Compared to the previous year, January saw 10% fewer sessions due to AI Overviews (AIOs). However, we're ranking extremely well in our space inside of AIO placements. These often don't translate to sessions to the website, but improve our brand awareness. Owned AIO placements have reached record highs with 15 placements. Davidson Academy owns 68% of available AIO placements within tracked keywords.

Ranking Highlights

- [Understanding Asynchronous Development in Gifted Students](#), a new piece published in December, increased significantly in rankings and sessions, making it the third-most-visited page on the website in January.
- *asynchronous development* reached #1 with a monthly search volume of 1k
- *asynchronous development in gifted students* went from #2 to #1
- *gifted behavior problems* jumped from #19 to being ranked #1
- *gifted pedagogy* climbed from #5 to #1

Paid Digital Media

The Davidson Academy ran paid advertisements on Google Search and Facebook from August 29, 2025 – January 9, 2026. Below is a recap of the campaigns on those platforms.

Paid Search

Over the years, we have tweaked our bidding strategy. This year, Davidson Academy had a lot of success with the max click bid strategy without a target cost-per-click (CPC). This decreased our CPC significantly and boosted the total volume of quality sessions from our campaigns. Usually, we expect to see a decrease in session quality when we switch to max click, since we are bidding on lower-cost users. This year, we saw:

- 15% higher engagement rate
- 73% increase in session time
- 25% increase in events per session
- 37% increase in session ->application outbound click rate

Metric	2025-26	2024-25	Industry Standard
Clicks	4,822	461	N/A
CTR	12.59%	9.53%	3.78%
CPC	\$1.21	\$9.98	\$2.40
Engaged Sessions	3,023	197	N/A
Application Clicks	106	5	N/A
Spend	\$5,857.95	\$4,602.17	N/A

Facebook

Due to the continual removal of past audience behavioral/interest segments we've used for Facebook advertising, this year we focused more heavily on list targeting and website retargeting. This naturally limits the pool of Facebook users we are advertising to, into a much narrower segment that is familiar with our brand.

- **Reach:** 11,474
- **Impressions:** 399,561
- **Link Clicks:** 4,071
- **Link CTR:**1.02%
 - Industry Average: 0.73%
 - 2024-25 Campaign: 3.29%
- **Link CPC:**\$1.23 ○ Industry Average: \$1.06
 - 2024-25 Campaign: \$0.27
- **Post Engagements:** 4,283
 - Reactions: 149

- Comments: 2
- Saves: 9
- Shares: 10
 - Shares allow our ads to reach a wider audience without incurring extra costs.
- **Application Outbound Clicks: 15**
 - Last year: 4

Ongoing Outreach

Davidson Institute Eligibility Assessment Partnership

In an effort to make several of the many tests we accept more readily available to families, the Davidson Institute has partnered with [Northwestern University's Center for Talent Development \(CTD\)](#) to offer Davidson-specific eligibility assessment opportunities for students in grades 3-5, as well as students in grades 6-10.

- Grade 6-10 Spring test administration dates:
 - March 7
 - March 29
 - April 25
- Grade 3-5 Spring test administration dates:
 - March 22
 - April 11

Davidson Academy eNewsletter – distributed every other month to 6,000 recipient

- [November 2025](#)
- [December 2025](#)

eNews-Update – Often prominently features the Davidson Academy; distributed every other month to more than 19,000 recipients

- [November 2025](#)
- [January 2026](#)

Social Media

- Instagram - <https://www.instagram.com/thedavidsonacademy/>
- Facebook - <https://www.facebook.com/TheDavidsonAcademy>
- Twitter - <https://x.com/TheDavidsonAcad>
- YouTube - <https://www.youtube.com/@DavidsonAcademyNV>
- LinkedIn - <https://www.linkedin.com/school/davidsonacademy/>

MEMORANDUM

To: Davidson Academy Board of Governors

From: Mark R. Herron, Vice President and Chief Financial Officer, Davidson Academy
David Lahar, President, EOS Capital LLC

Re: **Background, Structure and Status of Davidson Academy Building Project**

Date: February 27, 2026

This memorandum will provide the Davidson Academy Board of Governors with information regarding the current status and long-term plans for the potential design, development, financing and construction of a new educational facility for the Academy.

Background

For almost twenty years the Academy has leased space for classrooms, offices and related uses on the second floor of the Jot Travis Building on the University of Nevada, Reno campus. Portions of the Jot Travis building were originally constructed in the 1950s and the building has been added on to and modified numerous times over the years. The space used by the Academy previously housed portions of the university's student union. In 2007 the Academy renovated the space but most of the layout is unchanged from the time it served as the student union. In 2024, the Academy leased a small amount of additional space in the building, but it is on a different floor and not contiguous with the existing space.

Although the Academy has made good use of its available space, that space is increasingly ineffective in meeting the Academy's educational goals. It does not meet modern standards for instructional space, many individual spaces are too large (and a few are too small) for optimum utilization, the spaces are not organized in an efficient manner, and there is little natural light. The Academy is unable to offer meaningful specialized instruction in certain areas that matter to students, such as hands-on science options that require a maker space and music and performance arts education that requires performance space. Although on paper designed for a larger student population, the space has proven inadequate when enrollment approaches 200 students, just above current actual enrollment. State-of-the-art information technology needs are not supported. As was demonstrated by a catastrophic potable water valve failure in June 2023 that caused significant damage and almost delayed reopening of the school, the building's mechanical infrastructure is unreliable. Prospective families have noted these and other shortcomings when visiting the Academy and have said that the condition of the facility is sub-par in comparison to other comparable institutions.

Accordingly, we believe that continued operation of the Academy at the current location would put the Academy at a competitive disadvantage and would have a long-term negative impact on the program.

Over the last almost two years, the Academy and the Institute have had increasingly detailed discussions with the University regarding either replacing or renovating the Jot Travis Building or obtaining an alternative location on which to build a replacement building. Initial discussions

involved demolishing the existing Jot Travis Building and replacing it with a new structure that would accommodate the Academy as well as certain University functions. The University engaged Van Woert Bigotti Architects (“VWB”) – who had previously been the architects for the Academy’s Jot Travis renovations in 2007 – to provide preliminary conceptual designs and general cost data. It became clear that this approach would be sub-optimal, not only from a cost perspective, but also due to the disruption caused by the Academy relocating for several years during construction to an alternate site (which had not yet been identified).

A separate site on E. 9th Street was briefly discussed but withdrawn by the University because it had alternative uses for the property.

Last fall the University proposed the use of a 1.4-acre site along Evans Street, bordered by the William F. Pennington Engineering Building to the north, the Davidson Mathematics and Science Building to the northwest, and the Fleischmann Agricultural Building to the west (see Exhibit A). This site would be entirely dedicated to an Academy facility and not have any shared functionality with the University, which is a clear advantage. A preliminary rough analysis indicates that the site could accommodate a facility that would meet the Academy’s needs, both in terms of size and functionality. Accordingly, as the first step in securing the site, we have negotiated with the University the terms and conditions of a long-term ground lease, discussed below.

The Site and the Ground Lease

As reflected in Exhibit A, the site that is the subject of the proposed ground lease includes five separate parcels and a very small part of the very large main University parcel. As discussed below, preliminary analysis indicates that the building would cover a substantial majority of the site, and that subterranean parking could be built underneath the building. The ground lease allows for ingress and egress from both Evans Street and Record Street (immediately to the west of the site).

The proposed ground lease is described in detail in the accompanying memorandum entitled “Summary of Documents Submitted to the Board for Approval.”

The Project

While the Academy and its parent organization, the Davidson Institute, are not committed to any specific development project at this stage, we have engaged VWB and a related team of consultants to work on a preliminary conceptual design of the new building project. We anticipate that the building will be three to four floors in height, have sufficient usable space to accommodate the current student population and reasonable growth in that population, and have subterranean parking.

We expect that the development and construction process – including design, entitlement, permitting, financing, construction and commissioning – will take approximately three years. The Institute, not the Academy, is currently advancing the funds required for project costs. If the project moves forward, and if and when financing is obtained (described below), the Institute would be reimbursed from the financing proceeds.

Financing the Project

The financing strategy for the project is to fund all associated costs (hard costs such as construction and soft costs such as design and the costs of the financing itself) by accessing the

tax-exempt debt markets through a structure that is familiar to and comfortable for the bond market and will result in the lowest possible cost and the highest degree of flexibility for the Academy and the Institute. To do this, we intend to use a structure that is regularly used in these types of tax-exempt project construction financings – a P3 (public-private partnership) Lease-Lease structure. Exhibit B provides an illustration of the P3 Lease-Lease structure as applied to this project.

- In a P3 Lease-Lease structure, a limited liability company (for the purposes of this memo the “Project Entity”) is formed that serves as the owner of the project and the borrower of the tax-exempt debt used to finance the project. The Project Entity is 100% owned by a 501(c)(3) entity (the “Non-Profit Entity”) that is in the business of acting as the P3 sponsor in P3 Lease-Lease structures. By virtue of the Non-Profit Entity’s tax-exempt status, the Project Entity itself is also accorded non-profit tax treatment and is able to secure tax-exempt financing for the project.

Our recommendation is to form the Project Entity with CoreLink Facilities Foundation (“CFF”) acting as the Non-Profit Entity. CFF is a 501(c)(3) corporation whose purpose is to support educational institutions by facilitating construction and financing related to educational projects. CFF is an attractive partner because of the principals’ solid reputation in the tax-exempt debt market, their background in property development and construction, and their willingness to grant the Institute a significant governance role on the Project Entity. They have proposed that the Project Entity for this project have a five-person Board of Managers, comprised of (a) two Managers named by CFF, (b) two Managers named by the Institute on behalf of the Academy, and (c) one Manager proposed by the Institute and approved by CFF.

- After the Project Entity is formed, all of the professional contracts related to design, development, entitlement and construction of the building would be entered into between the Project Entity and the relevant parties. As currently contemplated, the team would include VWB (architects), J-U-B Engineers, Inc. (surveying and civil engineering), Construction Materials Engineering, Inc. (geotechnical), UES (environmental), and a general contractor familiar with the local market to be competitively selected.
- The ground lease, discussed above and in the accompanying memorandum, would be between the University (technically the Board of Regents of the Nevada System of Higher Education, on behalf of the University) and the Project Entity.
- Under this structure, the Project Entity would access the tax-exempt bond market to fund the project. It is anticipated that the financing would be structured with multiple serial and term bonds extending up to 35 years in maturity (average life of approximately 23 years). This structure allows for the lowest cost and greatest flexibility possible by distributing the amount financed across a wide range of maturities.
- The financing would cover all costs for design, entitlement, development, and construction, as well as costs related to the bond issuance, interest expense during the construction period, and funding of a debt service reserve – roughly equal to one-year’s debt service – which is a normal feature of this type of tax-exempt public

financing and would be held in an interest-bearing escrow account until it is applied to the final year's debt service.

- Contemporaneously with the closing of the financing, the Institute on behalf of the Academy would enter into a long-term facility lease for the building, with rent payments commencing upon receipt of the facility's certificate of occupancy. The facility lease would be an absolute triple-net lease (*i.e.*, the tenant would be responsible for all building operating costs, landscaping costs and all insurance). The bond financing would typically require that the facility lease payment be set at a level that is approximately 120% of (a) debt service, plus (b) the annual administrative costs of the Project Entity.

The facility lease is the key document from the Academy's perspective. When a draft facility lease has been negotiated in connection with the bond financing, we will submit the draft to the Boards of the Academy and the Institute for review and approval.

- Each year, it is expected that there would be excess cash flow to the Project Entity due to the facility lease rent payments being set at 120% of the Project Facility's cash requirements. It is anticipated that this excess would be returned to the Academy, thereby reducing the amount of future contributions needed from the Institute.
- When the project bonds are completely repaid, the Project Entity would dissolve and ownership of the facility would revert to the Institute on behalf of the Academy.

Next Steps

At University President Sandoval's request, we have negotiated the terms of the ground lease so that it can be presented at the next Nevada System of Higher Education Board of Regents meeting (March 5 and 6). The ground lease includes a provision that it is not effective unless it has been approved by the Regents, the Board of Governors of the Academy, and the Board of Trustees of the Institute. Assuming that the Regents approve the ground lease, we anticipate that the University will want the Project Entity to execute the ground lease as soon as possible. Accordingly, we are requesting that this Board approve the ground lease. The ground lease includes a lengthy due diligence period, during which the Project Entity can terminate the ground lease in its sole discretion. The Project Entity will terminate the ground lease if we determine, for any reason, that the project can't be built or financed as we currently anticipate.

Because neither the Academy nor the Institute is a party to the ground lease, the Board's approval of the ground lease does not actually commit either the Academy or the Institute to anything, but it does signal support for the project.

The Institute will be holding a meeting of its Board of Trustees on March 10, 2026, at which time the ground lease will be discussed and considered.

Exhibit A
The Site

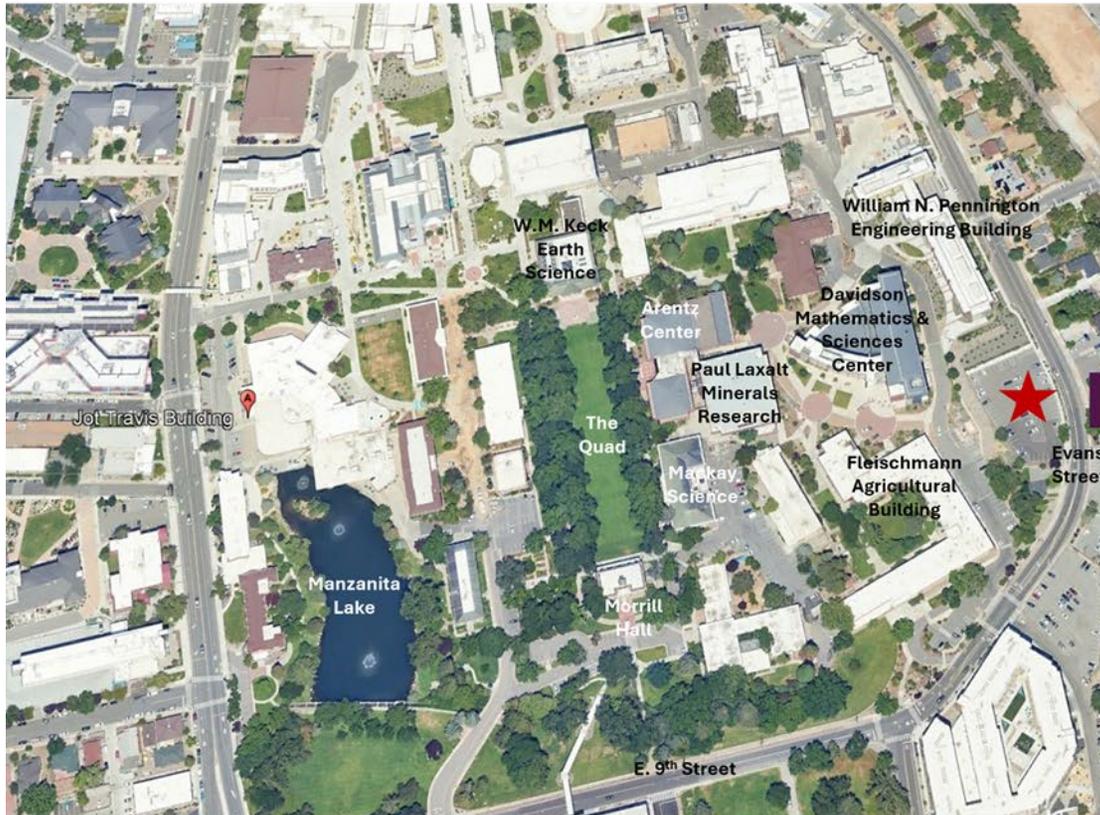
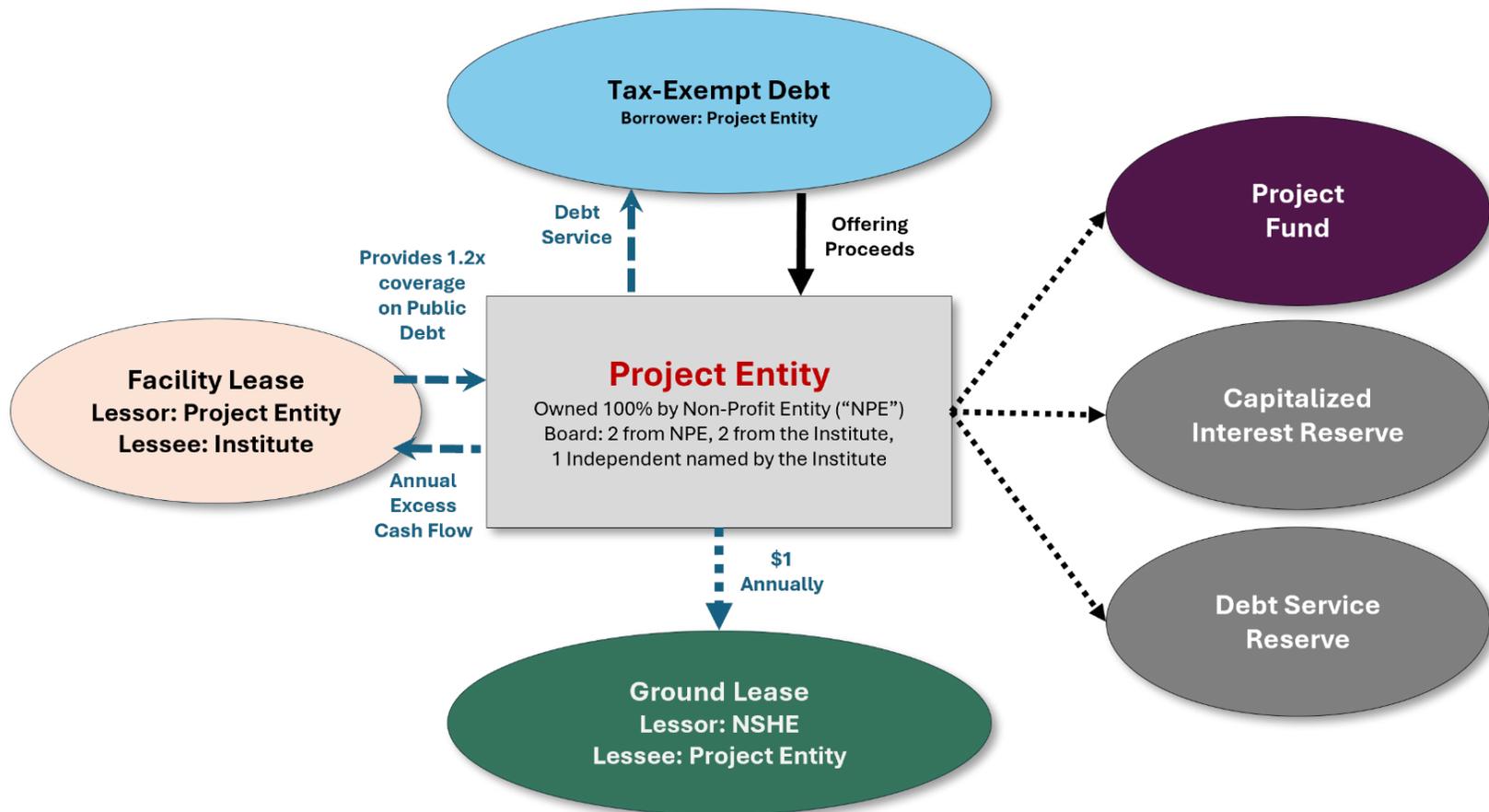


Exhibit B
P3 Lease-Lease Financing Structure



MEMORANDUM

To: Davidson Academy Board of Governors

From: Matthew F. Maccoby, General Counsel, The Davidson Group

Re: **Summary of Project Documents Submitted to the Board for Approval at its March 6, 2026 Meeting**

Date: February 27, 2026

Introduction

This memorandum provides a high-level overview of the three documents relating to the Academy's new building project (the "Project") that the Board of Governors of the Academy will be asked to approve at its March 6, 2026 meeting. The package distributed to the Board includes copies of all three agreements. A separate memorandum included in the Board package describes the background, structure and economics of the proposed Project.

Ground Lease

The Academy and CoreLink-DA Holdings, LLC, a Nevada limited liability company (the "Project Entity") have collaborated to negotiate a Ground Lease (the "Ground Lease") between the Project Entity and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno (the "University"). The Ground Lease sets forth the terms on which the University would lease the site for the Project to the Project Entity. The Ground Lease includes the following key provisions:

1. **Site.** The leased site (the "Premises") is approximately 1.4 acres located at the corner of Evans Street and Record Street. It consists of five legal parcels and a portion of a sixth legal parcel. The Premises currently consist of a parking lot and a single-family residence owned by the University and leased to a third party pursuant to a lease that expires on May 31, 2026.
2. **Term.** The term of the Ground Lease will commence when the Ground Lease is executed, except that the term of the Ground Lease with respect to the parcel on which the residence is located will commence when the residence is vacated. The initial term of the Ground Lease will expire 40 years after a certificate of occupancy is issued for the new building. The Project Entity will have three renewal options, each for 10 years, resulting in a total potential lease period of more than 70 years.
3. **Rent.** The rent for the initial term and the first two option periods will be \$1 per year. The rent for the third option period will be the fair market rent for similarly situated but unimproved land, as determined by mutual agreement of the University and the Project Entity or, if no agreement is reached, by appraisal.

4. Triple Net Lease. The Ground Lease is a triple net lease. With certain specified exceptions, the Project Entity is responsible for all costs associated with developing and operating the Project, including property taxes, utilities, insurance and maintenance. It is expected that the Project Entity's leasehold interest in the Premises and its ownership interest in the Project will be exempt from property taxes.

5. Permitted Uses. The Premises may be used as a school for middle school and/or high school age students, together with any related uses. The Ground Lease also allows the Davidson Institute to relocate its existing offices to the Premises. Other uses of the Premises require the University's consent. However, in order to protect the bondholders in the event of a foreclosure, if the Facility Lease is terminated as a result of a default by the Academy, the Premises may be used for any purpose other than certain uses specifically prohibited in the Ground Lease.

6. Project Financing. The Project Entity is responsible at its expense for arranging for the financing of the Project. The financing may include a security interest in the Project Entity's leasehold interest in the Premises. The University will reasonably cooperate with the Project Entity to facilitate the financing.

7. Construction. The University's usual design standards do not apply to the Project, but the Project must be constructed in accordance with a short list of University requirements included in the Ground Lease. The design and quality of the exterior construction is required to be compatible with the general architectural standards of styles of the University and are subject to the University's reasonable approval. The interior design of the Project is not subject to University approval.

8. Ownership. Throughout the term of the Ground Lease, the Premises (the land) will be owned by the University and all improvements thereon (the building) will be owned by the Project Entity.

9. Assignment. The Project Entity has the right to lease the Premises and the Project to the Academy pursuant to the Facility Lease, and to assign the Ground Lease to the Davidson Institute, the Academy or an affiliate, the trustee under any permitted leasehold deed of trust, and any third party after a foreclosure of a permitted leasehold deed of trust, in each case without the University's consent. Any other assignment requires the Landlord's consent.

10. Indemnification. Each party agrees to indemnify and defend the other party and the other party's affiliates and personnel against claims and damages arising from the indemnifying party's grossly negligent acts, willful misconduct, and material omissions. In addition, the University agrees to indemnify and defend the Project Entity and its affiliates and personnel with respect to the University's obligations to remediate certain environmental conditions (see below). The University's indemnity obligations are subject to certain statutory limitations based on sovereign immunity.

11. Due Diligence Period. The Project Entity has 180 days after the Ground Lease is executed to conduct due diligence. This period may be extended by the Project Entity by up to

60 additional days. The Project Entity may terminate the Ground Lease during the due diligence period in the Project Entity's sole discretion.

12. Mortgagee Protections. The Ground Lease includes extensive provisions typically required by mortgagees in order to permit the financing of the Project.

13. Hazardous Substances. The Ground Lease requires the University to remediate, at its expense, any pre-existing conditions or hazardous substances existing on the Premises when the Ground Lease is executed. If the University fails to do so, the Project Entity may undertake the remediation at the University's expense.

14. Approvals Contingency. The effectiveness of the Ground Lease is contingent on its approval by the University's Board of Regents, the Board of Governors of the Academy, and the Board of Trustees of the Davidson Institute.

Jot Travis Lease Amendment

The Academy is currently located in the Jot Travis building on the University campus pursuant to a Lease Agreement between the University and the Academy dated as of December 20, 2007 (as previously amended, the "Jot Travis Lease"). The current term of the Jot Travis Lease expires on December 7, 2027. The Academy has four options to extend the term, each for an additional five years, but the University has the right to terminate the Jot Travis Lease effective December 6, 2037 by giving the Academy three year's prior notice. Because the Project is not anticipated to be completed by December 2027, the Academy intends to exercise its first five-year option.

The Academy and the University have negotiated a Fourth Amended Lease Agreement between the University and the Davidson Institute on behalf of the Academy (the "Jot Travis Lease Amendment") that includes the following key provisions:

1. Termination. If the Academy begins conducting classes in the new building, the Jot Travis Lease will terminate on the date that is the earlier of (i) the date specified in a notice from the Academy or (ii) the date that is 90 days after the Academy begins conducting classes in the new building; provided, the Academy may extend the termination date by up to an additional 90 days.

2. Approvals Contingency. The effectiveness of the Jot Travis Lease Amendment is contingent on its approval by the University's Board of Regents and the Board of Governors of the Academy.

2005 Agreement Amendment

In 2005, the Davidson Institute, on behalf of the Academy, and the University entered into an Agreement Regarding the Davidson Academy of Nevada (the "2005 Agreement"). The 2005 Agreement created and documented the original relationship between the Academy and the University. For example, the 2005 Agreement provided that the Academy would be located on

the University campus and that Academy students would be deemed admitted to the University as non-degree students.

Certain provisions of the 2005 Agreement are inconsistent with the terms of the Ground Lease, the Facility Lease that is contemplated by the Ground Lease, and the current Jot Travis Lease. The Academy and the University have negotiated an Amendment between the University and the Davidson Institute on behalf of the Academy (the “2005 Agreement Amendment”) that resolves these inconsistencies. The 2005 Agreement Amendment includes the following key provisions:

1. Location. Currently the 2005 Agreement states that it is anticipated that the Academy will be located in a new Science and Mathematics building to be constructed by the University. That is inconsistent with both the current Jot Travis Lease and the anticipated Ground Lease and Facility Lease. The 2005 Agreement Amendment amends that provision to state that the Academy will be located on the University campus, without mentioning a specific location.

2. Term. As currently drafted, the 2005 Agreement could permit the University to terminate the 2005 Agreement (meaning, among other things, that Academy students would not be permitted to enroll in University classes) even though the Academy would still be required to remain on the University campus and continue paying rent. The 2005 Agreement Amendment instead provides that the term of the 2005 Agreement will terminate concurrently with the expiration or earlier termination of the Jot Travis Lease. However, if the Academy begins conducting classes in its new building, the 2005 Agreement will terminate concurrently with the expiration or earlier termination of the Facility Lease, or the date the Academy ceases to operate in the new building.

3. Approval of Expenditures. The 2005 Agreement currently states that any matter requiring the University to expend funds is subject to the University’s reasonable approval. The 2005 Agreement Amendment replaces that provision and states that the University is deemed to have approved all expenditures required by the terms of the Jot Travis Lease and the Ground Lease, and that the University is required to provide the resources needed to perform its obligations thereunder.

4. Approvals Contingency. The effectiveness of the Jot Travis Lease Amendment is contingent on its approval by the University’s Board of Regents and the Board of Trustees of the Davidson Institute. Although approval by the Board of Governors of the Academy is not required, it is appropriate because the 2005 Agreement is fundamental to the operations of the Academy.

Davidson Academy Board of Governors Resolutions
to Approve Ground Lease
March 6, 2026

WHEREAS, there has been presented to the Board of Governors (the “Board”) of the Davidson Academy (the “Academy”), an unincorporated division of the Davidson Institute for Talent Development, a Nevada not-for-profit corporation, a description of the proposed development of a new facility for the Academy on the campus of the University of Nevada, Reno (the “Project”);

WHEREAS, the proposed Project involves execution of a Ground Lease (the “Ground Lease”) by and between The Board of Regents of the Nevada System of Higher Education (the “Regents”), on behalf of the University of Nevada, Reno, as ground lessor, and CoreLink-DA Holdings, LLC, a Nevada limited liability company to be organized under the laws of the State of Nevada (the “Project Entity”), as ground lessee;

WHEREAS, the Project Entity will be a single purpose entity affiliated with the Academy by virtue of certain governance agreements and the Academy’s representation on the Project Entity’s Board of Managers;

WHEREAS, the sole member of the Project Entity is CoreLink Facilities Foundation, Inc., a Delaware non-profit corporation, which is exempt from United States federal income taxation under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, there has been presented to and reviewed by the Board a copy of the Ground Lease, which has also been presented to the Regents;

WHEREAS, although the Academy is not a party to the Ground Lease and is not bound by it, the Ground Lease provides that its effectiveness is contingent upon the final review and approval of the Ground Lease by the Board, among others;

WHEREAS, the Ground Lease taking effect will permit initial work on the Project to continue and will signal the Board’s support for the Project; and

WHEREAS, it is in the best interest of the Academy that the Ground Lease be executed by the parties thereto and become effective;

NOW, THEREFORE, BE IT RESOLVED, that the Ground Lease is approved, with such changes thereto as may be approved by any officer of the Academy in such officer’s reasonable discretion;

RESOLVED FURTHER, that any actions taken by the officers of the Academy to carry out the purposes of the foregoing resolutions are hereby approved, ratified and confirmed; and

RESOLVED FURTHER, that the officers of the Academy be, and each of them hereby is, authorized, directed and empowered to execute any documents and to do or to cause to be done

any and all other acts as such officers, in their reasonable discretion, may deem necessary, advisable or appropriate to carry out the purposes of the foregoing resolutions.

DRAFT

GROUND LEASE

By and Between

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO, Landlord**

and

CORELINK-DA HOLDINGS LLC, a Nevada limited liability company, Tenant

_____, 2026

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS, GRANT AND TERM.....	2
1.1 Definitions.....	2
1.2 Lease	7
1.3 Reservation of Oil, Gas and Mineral Rights	8
1.4 Condition of Premises.....	8
1.5 Renewal Options.....	9
1.6 Confirmation of Term.....	9
ARTICLE 2 LEASE CONSIDERATION	9
2.1 Bond Documents.....	9
2.2 Payment of Rent.....	10
2.3 No Purchase Option	11
ARTICLE 3 USES AND RESTRICTIONS	11
3.1 Use; Quiet Enjoyment.....	11
3.2 Restrictions on Use	11
ARTICLE 4 FINANCING OF PROJECT	12
ARTICLE 5 TAXES AND ASSESSMENTS	13
5.1 Taxes and Assessments.....	13
5.2 Maintenance of Exemption.....	13
5.3 Tax Obligations.....	13
5.4 Assessment.....	14
5.5 Right to Contest	14
5.6 Cooperation.....	14
5.7 Tenant’s Tax Obligations as to Parcel 10	14
ARTICLE 6 UTILITY SERVICES	15
ARTICLE 7 COMPLIANCE WITH APPLICABLE LAW	16
ARTICLE 8 CONSTRUCTION OF IMPROVEMENTS.....	16
8.1 Development of the Project; Landlord Cooperation	16
8.2 Liens.....	17
8.3 Title to the Premises; Improvements	18
8.4 Off-Site Infrastructure Connections.....	18
ARTICLE 9 EASEMENTS AND ENCUMBRANCES.....	19
9.1 Landlord Reservation of Rights.....	19
9.2 Grant of Easements	19
9.3 Tenant’s Rights	20
9.4 Compliance with Encumbrances.....	20

ARTICLE 10 OPERATION AND MAINTENANCE	20
10.1 Tenant Obligations.....	20
10.2 Landlord Obligations	20
ARTICLE 11 ASSIGNMENT OF LEASE.....	20
11.1 During Facility Lease Agreement Term	20
11.2 Effect of Assignment	21
ARTICLE 12 INDEMNIFICATION.....	21
12.1 Landlord Indemnity	21
12.2 Tenant Indemnity	21
12.3 Survival.....	21
ARTICLE 13 POLICE SERVICES AND PARKING.....	21
ARTICLE 14 INSURANCE.....	22
ARTICLE 15 DAMAGE AND DESTRUCTION	22
15.1 Repair of Damaged Improvements	22
15.2 Damages for Failure to Comply with Repair Obligation.....	23
15.3 Use of Insurance Proceeds	23
15.4 Termination Prior to Completion of Repair.....	23
15.5 Subordination to Bond Documents.....	24
ARTICLE 16 CONDEMNATION	24
16.1 General.....	24
16.2 Application of Proceeds from a Taking.....	24
ARTICLE 17 ESTOPPEL CERTIFICATES.....	25
17.1 Execution and Delivery.....	25
17.2 Reliance upon Certificates	25
ARTICLE 18 DISPUTE RESOLUTION	26
18.1 General.....	26
18.2 Nonbinding Mediation	26
18.3 Attorneys' Fees and Costs.....	26
ARTICLE 19 EVENTS OF DEFAULT AND REMEDIES.....	26
19.1 Events of Default Defined.....	26
19.2 Remedies.....	27
19.3 No Waiver.....	28
ARTICLE 20 EXPIRATION OR TERMINATION.....	28
20.1 No Early Termination; End of Term.....	28
20.2 Prepaid Items	28
20.3 Reserved.....	28
20.4 Other Documents and Intangibles.....	28
20.5 Termination During the Due Diligence Period.....	29

ARTICLE 21 NOTICES.....	29
21.1 Addresses	29
21.2 Changes.....	31
21.3 Effectiveness	31
ARTICLE 22 SUBMISSION OF MATTERS TO LANDLORD FOR APPROVAL.....	31
ARTICLE 23 HOLDING OVER BY TENANT.....	31
ARTICLE 24 MORTGAGING	32
24.1 Leasehold Mortgage Permitted.....	32
24.2 No Merger; Amendment to Lease.....	32
24.3 Requested Amendments for the Security of the Leasehold Deed of Trust.....	32
24.4 Subordination.....	33
24.5 Fee Mortgages.....	33
24.6 Consent to Permitted Leasehold Deed of Trusts in the Event of a Foreclosure	33
24.7 Forbearance by Landlord	33
24.8 New Lease.....	33
24.9 Notices by Landlord.....	34
24.10 Beneficiary Performance and Cure Rights	34
24.11 Recognition of Beneficiary	35
24.12 Attornment	35
24.13 Transfer Not a Default	36
24.14 Assignments by Beneficiary	36
24.15 Beneficiary as Third Party Beneficiary.....	36
24.16 Bankruptcy of Landlord.....	36
24.17 Liability of Beneficiary.....	36
24.18 Rights As Among Beneficiaries.....	36
ARTICLE 25 CERTAIN LANDLORD REPRESENTATIONS, WARRANTIES AND COVENANTS	37
25.1 Landlord Representations	37
25.2 Landlord’s Obligation to Remediate.....	37
25.3 Storage Buildings and Tanks	38
ARTICLE 26 MISCELLANEOUS	38
26.1 No Waiver of Rights by Landlord	38
26.2 Rights are Cumulative.....	38
26.3 Provisions are Binding Upon Assigns and are Real Covenants	38
26.4 Applicable Law and Venue.....	38
26.5 All Genders and Numbers Included.....	38
26.6 Invalidity of Provision or Part Thereof.....	38
26.7 Time is of the Essence.....	39

26.8	Section Captions are to be Disregarded	39
26.9	Entire Agreement Contained Herein.....	39
26.10	No Partnership or Agency.....	39
26.11	Limitation of Liability.....	39
26.12	Waiver of Consequential Damages.....	39
26.13	Recordation of Memorandum of Lease	39
26.14	Counterparts	40
26.15	Submission of Lease	40
26.16	Brokers	40
26.17	Incorporation.....	40
26.18	Authority	40
26.19	Drafting.....	40
26.20	No Third Party Beneficiaries	40
26.21	No Merger	40
26.22	Reasonable Expenditures	40
26.23	Survival	41
26.24	Reservation	41
26.25	Approvals Contingency	41

List of Exhibits

Exhibit A	Legal Description of the Property
Exhibit B	Legal Description of the Premises
Exhibit B-1	Depiction of Premises
Exhibit C	Insurance Requirements
Exhibit D	Initial Construction Standards

GROUND LEASE

THIS GROUND LEASE (this “Ground Lease”), dated _____, 2026 (“Effective Date”), is by and between THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO (“Landlord” or the “University”), and CORELINK-DA HOLDINGS LLC (“Tenant”), a Nevada limited liability company organized and existing under the laws of the State of Nevada, whose sole member is CoreLink Facilities Foundation, Inc., a Delaware non-profit corporation, which is exempt from United States federal income taxation under Section 501(a) of the Code (as defined herein) as an organization described under Section 501(c)(3) of the Code.

RECITALS

A. The University is the owner of certain land (the “Property”) legally described in Exhibit A (incorporated herein and made a part hereof by this reference), which is part of the University’s main campus in Reno, Nevada.

B. Tenant is a single purpose entity affiliated with the Davidson Academy (as further defined in Section 1.1 below, “Facility Lessee”), an unincorporated division of the Davidson Institute for Talent Development, a Nevada not-for-profit corporation (“Institute”), by virtue of certain governance agreements and Facility Lessee’s representation on Tenant’s Board of Managers.

C. The land that is the subject of this Ground Lease is comprised of certain portions of the Property and is more particularly described by the metes and bounds description on the attached Exhibit B and depicted on the attached Exhibit B-1 (collectively and as further defined below, the “Premises”).

D. Tenant wishes to develop, design, construct and equip the Premises with facilities to be occupied and used by the Facility Lessee under a separate agreement by and between Tenant and the Facility Lessee (the “Facility Lease Agreement”), such Premises to be operated by the Facility Lessee as a school for middle school and/or high school age students, together with associated offices and amenities (collectively, “Improvements” and, together with the Premises, the “Project”).

E. The Facility Lessee currently operates a school for middle school and/or high school age students on the University campus pursuant to that certain separate Lease Agreement dated December 20, 2007, by and between Landlord and Facility Lessee (as subsequently amended, the “Existing Lease”). Landlord and Facility Lessee expect to execute an amendment to the Existing Lease (the “Existing Lease Amendment”), providing that the Existing Lease shall be terminated as set forth in the Existing Lease Amendment.

F. Landlord is prepared to lease the Premises to the Tenant, and the Tenant is prepared to lease the Premises from Landlord, on an absolute triple net basis, in accordance with the terms of this Ground Lease.

G. In connection with the development, construction and equipment of the Improvements, it is anticipated that a conduit bond issuer qualified to act within Nevada (“Issuer”) will issue certain

revenue bonds (including any additional bonds necessary to be issued for the development, construction and equipment of the Improvements and any refunding bonds issued to refinance such revenue bonds, the “Bonds”) pursuant to a Trust Indenture (as amended or supplemented from time to time in accordance with the provisions thereof, the “Indenture”) to be entered into by and between Issuer and a qualified bond trustee or its successors and assigns (“Trustee”), the proceeds of which Bonds will be loaned to Tenant pursuant to a loan agreement (as amended or supplemented from time to time in accordance with the provisions thereof, the “Loan Agreement”) to be entered into between Issuer, as lender, and Tenant, as borrower, to pay the costs of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements that follow, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS, GRANT AND TERM

1.1 Definitions. The following terms, as used in this Ground Lease, shall have the following meanings, unless the context indicates otherwise. Other terms are defined where they are first used in this Ground Lease.

“Additional Extension Option” has the meaning set forth in Section 1.6.

“Additional Extension Term” has the meaning set forth in Section 1.6.

“Additional Extension Term Fixed Rent” has the meaning set forth in Section 1.6.

“Applicable Law” means all present and future laws, statutes, regulations, ordinances, resolutions and orders of any applicable Governmental Authority.

“Assessments” has the meaning set forth in Section 5.4.

“Beneficiary” has the meaning set forth in Section 24.1.

“Bond Documents” means, collectively, the Indenture, the Loan Agreement, this Ground Lease, the Facility Lease Agreement, the Leasehold Deed of Trust, and all other instruments or agreements executed by the Trustee, Issuer, Tenant and/or Facility Lessee in connection with the issuance and delivery of the Bonds and the use of the proceeds thereof.

“Bonds” is defined in the Recitals above.

“Business Day” or “Business Days” means any day other than a Saturday, Sunday or Nevada or federal legal holiday.

“Casualty” has the meaning set forth in ARTICLE 15.

“Claims” has the meaning set forth in Section 12.1.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or the corresponding provisions of any succeeding United States federal tax law.

“Completion” (and similar terminology such as “Completed”) shall occur when a certificate of occupancy is issued by the applicable Governmental Authority allowing the Premises to be occupied.

“Defaulting Party” has the meaning set forth in Section 19.2.

“Due Diligence Period” has the meaning set forth in Section 20.5.

“Effective Date” is defined in the Preamble above.

“Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., The Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq., The Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or release or threatened release into the environment of any Hazardous Substance.

“Event of Default” means each of the events specified in ARTICLE 19.

“Existing Lease” is defined in the Recitals above.

“Existing Lease Amendment” is defined in the Recitals above.

“Facility Lease Agreement” is defined in the Recitals above.

“Facility Lessee” means Davidson Academy, an unincorporated division of the Institute, and shall include all successors and assigns permitted by the terms and conditions of the Facility Lease Agreement.

“Fixed Rent” shall have the meaning set forth in Section 2.2.

“Force Majeure Event” means any delay, hinderance, or prevention of the performance of any act required under this Ground Lease by reason of strikes, lockouts, labor disputes, tariffs, acts of God, extraordinary shortages or unavailability or significant delays in obtaining services, labor, or materials (including fabrication, manufacturing, transportation, and supply-chain delays) or reasonable substitutes therefor, governmental or judicial actions, civil commotions, fire or other casualty, government shutdowns or slowdowns and/or delays, pandemics, public health crises, quarantine and/or other disease control measures, delays or failures by Governmental Authorities or utility providers in issuing permits, approvals, inspections, certificates, or utility connections, and other similar causes or circumstances beyond the reasonable control of the party obligated to perform.

For the avoidance of doubt, any Force Majeure Event shall automatically extend all deadlines applicable to Tenant's development, construction, repair, reconstruction, restoration, replacement, permitting, financing, and Completion obligations under this Ground Lease for the duration of such Force Majeure Event (plus a reasonable period for remobilization), and monetary obligations shall likewise be tolled to the extent the Force Majeure Event directly prevents timely payment (including through banking system closures or governmental restrictions).

"Foreclosure" has the meaning set forth in Section 24.6.

"Governmental Authority" means any and all entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, city or otherwise) whether now or hereafter in existence, other than Landlord.

"Ground Lease" is defined in the Preamble above.

"Hazardous Substances" shall be interpreted broadly to include but not be limited to (a) substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1257, et seq., the Clean Air Act, 42 U.S.C. §2001, et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601, et seq., or Nevada Revised Statutes ("NRS") §40.504, any other Federal or State law or regulation now or in the future applicable to the Premises or Improvements, or The National Institute of Health, CDC and FDA rules and guidelines, (b) any substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities, and (c) oil and petroleum based derivatives.

"Improvements" is defined in the Recitals above.

"Indenture" is defined in the Recitals above.

"Initial Term" has the meaning set forth in Section 1.5.

"Institute" is defined in the Recitals above.

"Issuer" is defined in the Recitals above, and it includes Issuer's successors and assigns under the Indenture.

"Landlord" is defined in the Preamble above, and its successors and assigns under this Ground Lease.

"Landlord Indemnitees" has the meaning set forth in Section 12.2.

"Landlord Permitted Encumbrances" means any one or more of the following matters affecting the Premises:

- (1) Taxes or assessments arising before the Effective Date which, as of the Effective Date, are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; or proceedings by a public agency on or before the Effective Date that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records;
- (2) Any encumbrances arising out of any judgment rendered before the Effective Date which is being contested diligently and in good faith, the execution of which has been stayed or against which a bond or bonds in the aggregate principal amount equal to such judgments shall have been posted with a financial-sound insurer;
- (3) Servitudes, licenses, easements, restrictions, rights-of-way or other charges of record as of the Effective Date;
- (4) Zoning and building regulations and ordinances, municipal rules and regulations, and restrictive covenants of general applicability affecting the Premises as of the Effective Date;
- (5) Encumbrances which are created by Applicable Law as of the Effective Date; and
- (6) This Ground Lease.

“Leasehold Deed of Trust” means, collectively, the leasehold deed of trust and, if applicable, other security and collateral documents anticipated to be executed by the Tenant in favor of the Trustee securing Tenant’s obligations in connection with the Permitted Financing, as the same may be amended and/or supplemented from time to time.

“Lien” has the meaning set forth in Section 8.2.1.

“Loan Agreement” is defined in the Recitals above.

“New Lease” has the meaning set forth in Section 24.8.

“Non-Breaching Party” has the meaning set forth in Section 19.2.

“Off-Site Infrastructure” has the meaning set forth in Section 8.4.

“Parcel 7” means that portion of the Premises consisting of the legal parcel commonly known as 1039 Evans Avenue, Washoe County Assessor’s Parcel Number 007-081-07.

“Parcel 7 Commencement Date” means the date on which Landlord and Tenant mutually agree that the Parcel 7 Obligations have been satisfied, following Tenant’s receipt of written notice from Landlord stating Landlord’s determination that such obligations have been satisfied.

“Parcel 7 Lease” means that certain separate University of Nevada, Reno Rental/Lease Agreement dated April 21, 2025, whereby Landlord leased Parcel 7 to the Parcel 7 Occupant for a term that is set to expire on May 31, 2026.

“Parcel 7 Obligations” all of the following conditions have been satisfied, as reasonably determined by Tenant: (a) Landlord has, not later than April 30, 2026, delivered written notice to the Parcel 7 Occupant that the Parcel 7 Lease shall terminate on May 31, 2026; (b) the Parcel 7 Lease has been terminated not later than May 31, 2026; (c) the Parcel 7 Occupant has vacated the Premises by midnight on May 31, 2026, in accordance with the terms and conditions of the Parcel 7 Lease, with all personal property having been removed therefrom; and (d) not later than June 1, 2026, Landlord has delivered exclusive possession of Parcel 7 to Tenant, together with all keys and openers to the residence located thereon that are in Landlord’s possession; provided, however, that if any of the conditions set forth in clauses (b), (c), or (d) are not satisfied by the applicable date solely due to the failure of the Parcel 7 Occupant to timely perform its obligations under the Parcel 7 Lease, then Landlord shall have one (1) additional period of up to thirty (30) days to satisfy such condition(s).

“Parcel 7 Occupant” means, collectively, the tenant under the Parcel 7 Lease and all other parties occupying the residence located on Parcel 7 prior to the Parcel 7 Commencement Date.

“Parcel 10” is defined in Section 5.7 below.

“Parcel 10 Taxes” is defined in Section 5.7 below.

“Parcel Creation” is defined in Section 1.2 below.

“Permitted Encumbrances” means Landlord Permitted Encumbrances and Tenant Permitted Encumbrances.

“Persons” means natural persons, firms, joint ventures, associations, trusts, partnerships, corporations, limited liability companies, public bodies, and similar entities, whether for profit or non-profit.

“Premises” is defined in the Recitals above; provided, however, that “Premises” shall not include Parcel 7 until the Parcel 7 Commencement Date has occurred.

“Permitted Financing” is defined in Article 4.

“Permitted Leasehold Deed of Trust” is defined in Section 24.1.

“Permitted Use” has the meaning set forth in Section 3.1.

“Prohibited Use” or “Prohibited Uses” has the meaning set forth in Section 3.2.2.

“Project” is defined in the Recitals above.

“Property and Possessory Interest Taxes” means any and all governmental fees and charges arising during the Term, whether general or special, or ordinary or extraordinary, which may be levied,

assessed, charged or imposed, or may become a lien or charge, upon the Premises or any part or parts thereof, or upon Tenant's Interest, including, without limitation, taxes on land, any Improvements, buildings, any parking facilities or any other improvements now or hereafter at any time during the Term located at or on the Premises.

"Purchaser" has the meaning set forth in Section 24.11.

"State" means the State of Nevada.

"Storage Building" is defined in Section 25.3.

"Storage Tanks" is defined in Section 25.3.

"Taking" is defined in Section 16.1 hereof.

"Tenant" is defined in the Preamble above, and it shall include all successors and assigns permitted by the terms and conditions of this Ground Lease.

"Tenant Indemnitees" has the meaning set forth in Section 12.1.

"Tenant's Interest" means Tenant's entire interest in the Premises, Improvements, Project and this Ground Lease.

"Tenant Permitted Encumbrances" means any matters of record or encumbrances against the Tenant's Interest made by or at the direction of the Tenant, and any other matter of record or encumbrance made by or at the direction of the Tenant affecting the Premises that is expressly consented to in writing by Landlord, or permitted under the terms and conditions of this Ground Lease, including, without limitation, the Facility Lease Agreement and the Bond Documents.

"Term" has the meaning set forth in Section 1.6.

"Termination Date" means the date on which the Term hereof ends by termination or expiration of this Ground Lease, as described in Section 1.5 and Section 1.6.

"Trustee" is defined in the Recitals above.

"University" is defined in the Recitals above.

1.2 Lease. In consideration of the covenants and agreements to be performed and observed by Tenant, Landlord hereby leases the Premises to Tenant free and clear of all leases, licenses, occupancy agreements, other rights of possession affecting the Premises, and encumbrances other than the Parcel 7 Lease and Landlord Permitted Encumbrances, and Tenant hereby leases the Premises from Landlord, subject to the terms and conditions of this Ground Lease. At Tenant's election, Tenant may, at the sole cost of Tenant, combine one or more of the Premises parcels (or portions thereof) in accordance with applicable Nevada law through metes and bounds, or a series of lot line adjustments, reversions to acreage, or other mechanisms not intended to create a subdivision of land ("Parcel Creation").

1.2.1 The Board of Regents of the Nevada System of Higher Education expressly delegates authority to the Chancellor of the Nevada System of Higher Education to execute: (i) any amendments to this Ground Lease, (ii) the memorandum contemplated by Section 26.13, as shall be necessary or advisable to document any applicable Extension Term exercised pursuant to Section 1.6 below, (iii) revisions or modifications to the legal description and depiction of the Premises identified during the Due Diligence Period or otherwise required during the Parcel Creation process, requested by Tenant and reasonably acceptable to Landlord following consultation with Landlord's legal counsel, and (iv) any instrument confirming the completion date of the Project and the expected Termination Date, as contemplated by Section 1.7.

1.2.2 Notwithstanding anything to the contrary contained herein, the Improvements shall be owned by the Tenant at all times during the Term. After the expiration of the Term, or earlier termination of this Ground Lease as permitted by the terms hereof, ownership of the Improvements shall revert to Lessor, at no cost to Lessor.

1.2.3 In no event shall the Parcel 7 Lease constitute or be deemed a "Permitted Encumbrance." Landlord shall timely satisfy the Parcel 7 Obligations.

1.3 Reservation of Oil, Gas and Mineral Rights. Landlord reserves to itself all of the oil, gas and mineral rights of the Premises without the right of surface entry; provided that any such actions taken with respect to oil, gas and mineral rights do not interfere with or adversely affect Tenant's Interest, the Improvements, or the Tenant's or the Facility Lessee's occupancy and use thereof.

1.4 Condition of Premises. Except as otherwise specifically set forth in this Ground Lease (including but not limited to ARTICLE 25 hereof), Landlord: (i) shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, under or about the Premises, (ii) makes no warranty as to the suitability of the Premises for the uses permitted by this Ground Lease, and (iii) does not make any covenant, representation, or warranty regarding the suitability of the Premises for the proposed development, construction, or use by Tenant. Notwithstanding the foregoing to the contrary, Landlord agrees, at no additional out-of-pocket cost to Landlord, to reasonably cooperate with Tenant and to provide such reasonable assistance as Tenant may need to develop the Premises, including, without limitation, execution (as the owner of the Premises) of applications or documents in connection with the Parcel Creation, and the obtaining of all permits and governmental approvals necessary for the construction of the Project. Term. Subject to Tenant's termination rights under this Ground Lease, the initial term of this Ground Lease ("Initial Term") shall:

1.4.1 as to all portions of the Premises other than Parcel 7, commence on the Effective Date;

1.4.2 as to Parcel 7, commence on the Parcel 7 Commencement Date; and

1.4.3 as to all portions of the Premises, including Parcel 7, terminate at 11:59 p.m. local time on the date that is forty (40) years from the date that Tenant Completes the Project, unless sooner terminated or renewed as expressly provided herein.

1.5 Renewal Options. Notwithstanding the foregoing, Tenant shall have two (2) options (each, an “Extension Option”) to extend the Term beyond the Initial Term upon written notice provided to Landlord as provided in this Section, each for ten (10) additional years (each, an “Extension Term”) on the terms and conditions set forth herein, including the payment of the Fixed Rent, as defined in Section 2.2.1. Notwithstanding anything to the contrary in this Ground Lease, but subject to there not then being an uncured Event of Default (or default not then diligently addressed to be cured), for so long as any Bonds remain outstanding and unpaid, the Term shall be automatically extended by each of the two Extension Terms, without the need for any further action or agreement by either party. Thereafter, Tenant shall have one (1) additional option (“Additional Extension Option”) to extend the Term of this Ground Lease upon notice provided to Landlord as provided in this Section for an additional ten (10) year period (the “Additional Extension Term”), with such additional Premises lease option at then-current market lease rates for similarly situated but unimproved land (“Additional Extension Term Fixed Rent”) but otherwise on the same terms and conditions as set forth herein. The definition of “Term” shall include the Initial Term and each applicable Extension Term and Additional Extension Term that is timely exercised on the terms and conditions of this Section 1.6. By way of clarification, the defined “Term” and “Initial Term” shall take into account the tiered commencement for Parcel 7 and the remainder of the Premises, such that, with the exception of the payment of Fixed Rent (which shall be due and payable in full as of the Effective Date, and not subject to proration), all Tenant obligations hereunder during the “Term” and/or “Initial Term” shall commence as to Parcel 7 on the Parcel 7 Commencement Date. Tenant’s exercise of each Extension Option and the Additional Extension Option is subject to the satisfaction of the following conditions:

1.5.1 Subject to the automatic extension as expressly set forth in Section 1.6, each Extension Option and the Additional Extension Option shall be exercised, if at all, by written notice (“Extension Notice”) delivered by Tenant to Landlord: (i) for each of the Extension Options, not earlier than two (2) years, and not later than one (1) year, and (ii) for the Additional Extension Option, not earlier than three (3) years, and not later than one (1) year, prior to the expiration date of the then current Term; provided, the delivery of an Extension Notice by Tenant to Landlord with respect to the Additional Extension Term shall be subject to rescission by Tenant pursuant to Section 2.2.2; and

1.5.2 No uncured material Tenant Default exists as of the date of delivery of the Extension Notice, and as of the commencement of the applicable Extension Term.

1.6 Confirmation of Term. Landlord or Tenant, within thirty (30) days after receipt of a written request from the other, shall confirm the completion date of the Project and the expected Termination Date (subject to any remaining Extension Options and the Additional Extension Option, if applicable) in writing, and if so requested, by an instrument in recordable form.

ARTICLE 2 LEASE CONSIDERATION

2.1 Bond Documents. Tenant shall: (i) enter into the Bond Documents to which it is a party, including the Loan Agreement, and (ii) make a substantial portion of the proceeds of the Bonds available to construct and complete the Project.

2.2 Payment of Rent. Throughout the Term, Tenant shall pay to Landlord an absolute triple net annual rent (“Fixed Rent”) as follows:

2.2.1 During the Initial Term and Each Extension Term. During the Initial Term and each Extension Term of the Ground Lease, Fixed Rent shall be in the amount of One U.S. Dollar (\$1.00) per annum. Fixed Rent under this Section 2.2.1 shall be paid in advance in annual installments, commencing on the Effective Date and on each anniversary thereafter; provided, however, that Tenant shall have the right to prepay Fixed Rent due and payable at any time to Landlord. The parties agree that the Fixed Rent payable under this Section 2.2.1 and performance of Tenant’s obligations under the Ground Lease are good and sufficient consideration for the lease of the Premises hereunder.

2.2.2 During the Additional Extension Term. Within sixty (60) days after Landlord’s receipt of the Extension Notice for the Additional Extension Term, Landlord shall notify Tenant in writing (“Landlord’s Notice”) of Landlord’s determination of the Additional Extension Term Fixed Rent as of the commencement of the Additional Extension Term. If Tenant objects to Landlord’s determination of the Additional Extension Term Fixed Rent for the Additional Extension Term, Tenant shall notify Landlord in writing (“Tenant’s Notice”), within sixty (60) days after receipt of Landlord’s Notice, of such disagreement. In the event that Landlord and Tenant are unable to agree upon the Additional Extension Term Fixed Rent within sixty (60) days after Landlord’s receipt of Tenant’s Notice (“Negotiation Period”), then the Additional Extension Term Fixed Rent shall be determined in accordance with the following procedures: The Additional Extension Term Fixed Rent shall first be determined (“First Appraisal”) by a Nevada licensed Certified General Appraiser who holds the MAI designation of the Appraisal Institute (“MAI Appraiser”) chosen by Landlord (“First Appraiser”) who shall submit the First Appraisal in writing to Landlord and to Tenant within sixty (60) days after the expiration of the Negotiation Period. If the First Appraisal is deemed unacceptable by Tenant, then Tenant shall so advise Landlord in writing within thirty (30) days after receipt of the First Appraisal and Tenant shall have the right to engage an MAI Appraiser (“Second Appraiser”) to determine the Additional Extension Term Fixed Rent (“Second Appraisal”), which Second Appraisal shall be delivered to Landlord within sixty (60) days after Tenant’s delivery of the notice to Landlord that the First Appraisal is unacceptable to Tenant. If the First Appraisal and the Second Appraisal are within five percent (5.0%), then the Additional Extension Term Fixed Rent shall be the average of the First Appraisal and the Second Appraisal. If the difference between the First Appraisal and the Second Appraisal is greater than five percent (5.0%), and in the event Landlord shall deem the Second Appraisal to be unacceptable, then Landlord shall advise Tenant within five (5) Business Days after receipt of the Second Appraisal, and the First Appraiser and Second Appraiser shall together name an MAI Appraiser (“Third Appraiser”) within five (5) days after such five (5) Business Day period. The Third Appraiser shall select either the First Appraisal or the Second Appraisal as the Additional Extension Term Fixed Rent, which selection must be made within ten (10) days after naming the Third Appraiser. The cost of the First Appraiser shall be borne by Landlord, and the cost of the Second Appraiser shall be borne by Tenant. The cost of the Third Appraiser shall be divided equally between Landlord and Tenant. Notwithstanding any other provision of Section 1.6 or this Section 2.2, Tenant may rescind its Extension Notice with respect to the Additional Extension Option at any time within thirty (30) days after the determination of the Additional Extension Term Fixed Rent pursuant to this Section unless it was determined by mutual written agreement, and upon timely delivery of

such rescission Tenant shall have no further obligation of any kind with respect to the Additional Extension Term.

2.3 No Purchase Option. Tenant shall have no option to purchase the Premises; provided, however, that, Tenant shall own any Improvements developed during the Term until the expiration or earlier termination of the Ground Lease. Notwithstanding the foregoing, if Tenant defaults on its financing obligations for the Project and fails to cure such default within any permitted notice and cure period set forth in the Bond Documents, or Tenant otherwise ceases to exist, Landlord shall have the option, upon delivery of a thirty (30) days' written notice, to elect to assume, at its sole cost, such financing obligations (to the extent applicable). Such notice shall specify that Landlord's assumption of the financing shall be effective no later than sixty (60) days following delivery of such notice. Upon Landlord's assumption of such financing in accordance with the procedures set forth in this Section 2.3, Landlord may terminate this Ground Lease, and, upon such termination, Landlord shall be entitled to immediate possession and ownership of the Improvements, without any obligation to make any payment to Tenant, subject to the Facility Lease Agreement.

ARTICLE 3 USES AND RESTRICTIONS

3.1 Use; Quiet Enjoyment. Tenant and any permitted facility lessee of Tenant (including the Facility Lessee) shall have the right to occupy and use the Premises as a school for middle school and/or high school age students, together with any ancillary, related, or reasonably necessary uses and purposes as may develop during the Term and are not otherwise prohibited under this Ground Lease or any applicable zoning laws and regulations or other law. It is the intention of the parties that the Improvements be treated at all times as part of the Facility Lessee's academic facilities, whether or not the Improvements or any part thereof shall be owned and/or operated by the Facility Lessee and/or its qualified third-party contractors performing services ancillary to the primary permitted uses of the Premises. In addition, the Institute may, in its sole discretion, relocate its other existing offices to the Premises and provide services from the Premises. Any other use of the Premises shall be subject to Landlord's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed; provided, however, that if the Facility Lease Agreement is terminated as a result of a default thereunder by the Facility Lessee, the Premises may be used for any purpose permitted under Applicable Law other than a Prohibited Use. Any use of the Premises permitted by this Section is defined as a "Permitted Use." Landlord hereby covenants and agrees that, throughout the Term, Tenant and any Beneficiary, and their respective successors and assigns, and any authorized facility lessee of Tenant may peaceably and quietly enjoy the Premises.

3.2 Restrictions on Use. Tenant and/or its permitted facility lessee (including the Facility Lessee) shall have the right to use, occupy and operate the Project subject to the following restrictions on use:

3.2.1 No Hazardous Substances. Neither the Premises nor any portion thereof shall ever be utilized for the storage or disposal of Hazardous Substances in violation of Applicable Law, nor shall any Tenant cause, suffer or permit any Hazardous Substances to be brought upon, kept, or used in or about the Premises in violation of Applicable Law;

3.2.2 Certain Prohibited Uses. No portion of the Premises shall be utilized for the following (each a “Prohibited Use,” and collectively, the “Prohibited Uses”): (i) as an adult theater, adult bookstore, adult video store, or for any other form of adult entertainment; (ii) for the sale or rental of any pornographic or “adult” materials, except as incidental to the sale of “general audience” DVDs, games, magazines, or books; (iii) for the sale, dispensing or use of marijuana or marijuana-infused products (as defined in NRS §453A.112), whether for medicinal or other purposes; (iv) for the operation of any gaming activity (as defined in Chapter 463 of the NRS); (v) for purposes of marketing, offering, or making of any deferred deposit loans, high-interest loans, title loans, or check-cashing services (as those terms are defined in Chapter 604A of the NRS); (vi) for transacting as, or conducting the operation of, a pawnbroker (as defined in NRS §646.010); (vii) for any form of short or long term lodging, including without limitation as a hotel, motel, residence hall, or apartment complex; (viii) to administer, promote or conduct the operations of any postsecondary educational institution other than one operated by University; or (ix) for a for-profit enterprise or activity, provided that such prohibition shall not extend to for-profit enterprises or activities that are ancillary to a Permitted Use of the Project;

3.2.3 Nuisances and Noxious or Offensive Activities. Notwithstanding the provisions of Section 3.2.2 of this Ground Lease, Tenant shall not use the Premises in any manner that would create a nuisance to all or any part of the Premises or the surrounding neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to the Premises (except trash awaiting regular removal and temporarily placed in approved trash receptacles) and no odors shall be permitted to arise therefrom so as to render the Premises or any portion thereof unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof;

3.2.4 Fumes, Gases, Odors, Etc. Other than in the ordinary course of the development of the Project and of the operation of the Improvements for a Permitted Use, no fumes, odors, gases, vapors, acids, or other substance shall be permitted to escape or be discharged into the atmosphere which, in the reasonable opinion of the Landlord, may be detrimental to the health, safety or welfare of persons, or may interfere with the comfort or persons within the area, or which may be harmful to property or vegetation. Without limiting the generality of any other provision hereof, all uses of the Premises shall comply with all applicable Governmental Authorities’ air pollution control standards; and

3.2.5 Dirt, Dust and Waste Discharge. Other than in the ordinary course of the development of the Project and of the operation of the Improvements for a Permitted Use, no use will be permitted which emits dust, sweepings, dirt, or cinders into the atmosphere, or discharges liquid, solid wastes or other harmful matter into any runoff, irrigation, or other water. No waste or any substance or materials of any kind shall be discharged into any public sewer serving the Premises, or any part thereof, in violation of any regulations of any public body having jurisdiction over the Premises.

ARTICLE 4 FINANCING OF PROJECT

Tenant shall, at its own and sole cost, be responsible for arranging the issuance of the Bonds and shall obtain all financing required for the development, construction and maintenance (including

any reconstruction) of the Project (collectively, the “Permitted Financing”). Tenant will provide Landlord with copies of all material information and documentation relating to any form of proposed Permitted Financing. Tenant shall not allow any liens or encumbrances to be recorded against Landlord’s underlying fee interest without Landlord’s prior written approval; provided, however, that Tenant may grant a security interest in Tenant’s Interest as part of the Permitted Financing. Tenant agrees that, except for the Permitted Financing and any subsequent refinancing thereof, any other financing that requires the grant of a security interest in Tenant’s Interest shall be subject to Landlord’s prior written approval, not to be unreasonably withheld, conditioned or delayed. Landlord agrees to reasonably cooperate with Tenant and to provide such reasonable assistance as Tenant may need to facilitate the Permitted Financing. Landlord shall not incur or insure any indebtedness with respect to the Project or the Permitted Financing, and the Permitted Financing and any other financing related to the Project shall not rely upon the credit of Landlord and shall be entirely non-recourse to Landlord, the Board of Regents of the Nevada System of Higher Education, the Nevada System of Higher Education, and the State of Nevada.

During the Term, Landlord may not place a mortgage, deed of trust or deed to secure debt on its fee interest in the Premises without first providing Tenant at least ten (10) Business Days’ prior written notice and receipt of written confirmation from Tenant that such mortgage, deed of trust or deed does not negatively affect the holders of the Bonds or Beneficiary’s rights under the Permitted Leasehold Deed of Trust described in ARTICLE 24. Subject to any provisions to the contrary contained in the Bond Documents, this Ground Lease shall be senior in priority to any mortgage, deed of trust, or deed securing Landlord’s debt on its fee interest.

ARTICLE 5 TAXES AND ASSESSMENTS

5.1 Taxes and Assessments. Landlord shall at all times be the owner of the Premises leased to Tenant under this Ground Lease. In addition, Landlord and Tenant have determined that the use of the Premises pursuant to ARTICLE 3, above, is exclusively in furtherance of: (i) the educational and charitable purposes of Tenant, and (ii) the educational purposes of the Facility Lessee. Accordingly, the parties intend and expect (without warranty) that the leasehold estate of Tenant created by this Ground Lease, together with the Project, will be eligible for exemption under Nevada law from all Property and Possessory Interest Taxes.

5.2 Maintenance of Exemption. Landlord shall, at no cost to Landlord other than de minimis administrative expenses, use reasonable efforts to maintain exemption of the Premises from Property and Possessory Interest Taxes; however, to the extent any Property or Possessory Interest Taxes are assessed, Tenant and Landlord shall have the responsibilities and rights set forth herein.

5.3 Tax Obligations. During the Term and subject to Section 5.7 below, Tenant will pay all Property and Possessory Interest Taxes, if any, including without limitation, all real estate taxes, taxes upon or measured by rents, personal property taxes, privilege taxes, gross receipts taxes, excise taxes, parking taxes, business and occupation taxes, gross sales taxes, occupational license taxes, water charges, sewer charges, or environmental taxes or assessments of any kind and nature whatsoever, including any possessory interest tax resulting from the Improvements, this Ground Lease or the Facility Lease Agreement, whether levied by the State of Nevada, the government of the

United States, or any agency thereof, or any other governmental body or assessment district during the Term, and whether or not now customary or within the contemplation of the parties hereto, and regardless of whether the same shall be foreseen or unforeseen, similar or dissimilar to any of the foregoing. Notwithstanding the foregoing, if the Landlord transfers fee simple title to the Premises, and such transfer results in the levy, assessment, charge, or imposition of the ad valorem or other property taxes against the Project or causes the Project to become subject to such levy or assessment, the successor Landlord shall be responsible for the payment of such ad valorem or other property taxes, and the Tenant shall have no liability therefor.

5.4 Assessment. Specifically, and without in any way limiting the generality of the foregoing, but subject to the last sentence of Section 5.3 and to Section 5.7, Tenant shall pay any and all special assessments or levies or charges made by any municipal or political subdivision for local improvements (“Assessments”), and as required by the act and proceedings under which any such Assessments or levies or charges are made during the Term.

5.5 Right to Contest. Tenant and Landlord shall each have the right, at their respective and own expense, to contest the amount or validity of any Property and Possessory Interest Taxes or Assessments by appropriate proceedings which shall operate to prevent the collection of any such Property and Possessory Interest Taxes or Assessments so contested or the sale of the Premises or any part thereof to satisfy the same.

5.6 Cooperation. Provided the cooperating party incurs no liability and no out-of-pocket cost, expense, or fees in doing so, each party shall reasonably cooperate with the other party in any proceedings brought by a party to contest the validity or the amount of any Property and Possessory Interest Taxes or Assessments, to recover any Property and Possessor Interest Taxes or Assessments paid, or to pursue legislation that confirms the tax exempt status of the Project and all components thereof under Nevada law in relation to Property and Possessory Interest Taxes. If Applicable Law at the time in effect shall require that such proceedings be brought by or in the name of the non-contesting party, then, provided the non-contesting party incurs no liability and no out-of-pocket cost, expense, or fees in doing so, the non-contesting party shall join in any such proceedings or permit the same to be brought in its name. If any such proceedings shall be brought, the contesting party shall be solely responsible for payment of any and all loss, cost, or expense of any kind that may be imposed upon the non-contesting party in connection therewith, including reasonable attorneys’ fees and out-of-pocket costs incurred by the non-contesting party.

5.7 Tenant’s Tax Obligations as to Parcel 10. Notwithstanding anything to the contrary contained in this ARTICLE 5, the parties acknowledge and agree that the Premises include only a portion of that certain real property commonly identified by the Office of the County Assessor of Washoe County, Nevada, as Assessor’s Parcel Number 007-020-10 (“Parcel 10”), and that Parcel 10 is assessed and taxed by applicable governmental authorities as a single tax parcel. Accordingly, and notwithstanding the triple-net nature of this Ground Lease, Landlord shall remain primarily responsible for the payment of all Property and Possessory Interest Taxes or Assessments imposed with respect to Parcel 10 (collectively, “Parcel 10 Taxes”), and, subject to the last sentence of this Section 5.7, Tenant shall reimburse Landlord, within thirty (30) days following written demand and the provision of documentation reasonably supporting the amount of the requested reimbursement,

for Tenant's proportionate share of such Parcel 10 Taxes, which proportionate share shall be based on the ratio that the square footage of the portion of Parcel 10 leased by Tenant bears to the total square footage of Parcel 10. If at any time during the Term Parcel 10 is legally subdivided or otherwise separately assessed such that the portion of Parcel 10 leased by Tenant is assigned a separate tax parcel or assessment, Tenant shall thereafter be responsible only for the Property and Possessory Interest Taxes or Assessments directly attributable to the separately assessed land leased by Tenant, and Tenant's obligation to reimburse Landlord for Parcel 10 Taxes under this Section shall cease as of the effective date of such separate assessment. In no event shall Tenant be responsible, or obligated to reimburse Landlord, for any portion of the Parcel 10 Taxes imposed in connection with any improvements constructed, or uses conducted, on Parcel 10 that are outside of the leased Premises.

ARTICLE 6 UTILITY SERVICES

During the Term of this Ground Lease, Landlord will have no obligation to provide or pay for utility facilities or utility services to the Premises except as provided herein, and shall reasonably cooperate with Tenant and Tenant's agents, employees, and contractors in providing the same, including, without limitation, providing any easements and connections deemed by Tenant to be required or necessary for such facilities and services (subject to the policies and procedures of Landlord's governing body), and Landlord shall not take any action that would cause any interruption of utility services to or any interference with use or access to utility lines or equipment. The Board of Regents of the Nevada System of Higher Education hereby expressly delegates to the Chancellor of the Nevada System of Higher Education the authority to execute, on its behalf, any agreements necessary or appropriate to provide the easements and connections referenced in this Article. Tenant shall obtain and pay for, and be solely responsible for, all wet and dry utilities required, used or consumed on the Premises, including but not limited to gas, water, sewer, telephone, electricity, and cable television, and for grounds maintenance and garbage collection and any similar services. However, Landlord shall provide to the Project (i) redundant high-speed internet access with a speed not less than the greater of 10Gbps and the speed of internet access generally provided by Landlord to other public schools from time to time, and (ii) University-standard internet access, such that the Project is within the University firewalls, with a speed not less than the greater of 1Gbps and the speed of internet access generally provided by the University to other University classroom buildings from time to time, and all technical support and maintenance required for the connection to the University network and internet connections, and for operation within the University firewall. Tenant shall be responsible for the costs of initial installation of the lines, improvements and equipment required to extend such internet service and access to the Premises, but thereafter, such service shall be provided at no cost to Tenant. Notwithstanding anything herein to the contrary, (A) Landlord does not warrant or represent that such internet access shall be sufficient for Tenant's intended needs related thereto, and (B) Landlord shall not be liable for interruptions in such internet access not caused by Landlord's gross negligence or willful misconduct; provided, however, Landlord shall be obligated to use commercially reasonable efforts to obtain the resumption of such services as quickly as is reasonably possible (unless such interruption of service was caused by the internet provider or the willful misconduct or the negligence of Tenant, Tenant's employees, agents, contractors or anyone acting by, through or under Tenant).

ARTICLE 7 COMPLIANCE WITH APPLICABLE LAW

Throughout the Term, Tenant shall, at its sole cost and expense, promptly comply with Applicable Law in effect during the Term; provided, however, that Tenant shall not be required to bring the Project into compliance with subsequently enacted building code requirements unless and until the Project is deemed in violation thereof. For the avoidance of doubt, any building code “grandfathering” shall remain in effect to the fullest extent allowed by Applicable Law, and Tenant shall have no obligation to upgrade the Project solely due to code changes. Landlord shall not unreasonably withhold, condition, or delay Lessor’s consent to any variance, grandfathering, or similar treatment sought by Tenant.

ARTICLE 8 CONSTRUCTION OF IMPROVEMENTS

8.1 Development of the Project; Landlord Cooperation. The construction of the Project shall be developed in a manner that is consistent with the standards attached hereto as Exhibit D (the “Initial Construction Standards”). Tenant agrees to comply with Applicable Law in relation to any requirement to pay prevailing wages for such construction of the Project, as provided in the prevailing wage provisions set forth in NRS Chapter 338. The Project shall be completed such that the design and quality of the exterior construction shall be compatible with the general architectural standards and styles of Landlord in effect as of the Effective Date, substantially consistent in all material respects with the Landlord’s campus and improvements, and the general exterior design of the Project shall be subject to the approval of Landlord, not to be unreasonably withheld, conditioned or delayed. Further, in the event Landlord’s approval is required for any plans, change orders, or construction submissions (including without limitation, plans or construction of infrastructure improvements requiring off-site connections to campus utilities, storm drains or the like), such approval shall not be unreasonably withheld, conditioned, or delayed. Landlord shall respond to any approval request, by approving or disapproving the request in writing, within ten (10) Business Days after receipt of a complete submission thereof. If Landlord disapproves of any request, Landlord’s response shall include, in reasonable detail, the reasons for disapproval and suggested revisions to achieve approval. Upon receipt of any such disapproval, the parties shall diligently and in good faith work to modify the plans in order to achieve approval as soon as reasonably possible. Failure to provide a written disapproval within such period along with a detailed explanation for the disapproval shall be deemed an approval by Landlord. Tenant will provide Landlord with design information with respect to the proposed development of the interior of the Project, but such interior design will not be subject to approval of Landlord. Tenant shall obtain or cause the developer or general contractor for the Project to obtain, at its sole cost and expense, all required permits and governmental approvals and payment and performance bonds. During the course of development and construction of the Project, upon Landlord’s reasonable written request, Tenant shall furnish Landlord with copies of all such permits and governmental approvals and payment and performance bonds. Landlord shall reasonably and promptly cooperate, at no cost to Landlord other than de minimis administrative expenses, with Tenant’s efforts to obtain, renew, modify, or maintain all permits, licenses, entitlements, variances, and other governmental approvals required or desirable for the development, construction, financing, and operation of the Premises and the improvements thereon. Such cooperation shall include

executing and delivering any applications, consents, or other documents reasonably required to be executed by Landlord, and joining in applications or proceedings where such joinder is required by the applicable authority. Landlord's cooperation shall not be unreasonably withheld, conditioned, or delayed.

Subject to completion of the Parcel Creation, Tenant's securing funding, issuance of entitlements and permits, any Landlord delay or any Force Majeure Event, Tenant shall exercise commercially reasonable efforts to cause the Project to be Completed within four (4) years after the Effective Date.

8.2 Liens.

8.2.1 Liens and Landlord Rights. Subject to ARTICLE 24, Tenant's rights, as well as the rights of any other Person, including, but not limited to, the rights of the Issuer or any mortgagee, any architect, developer, independent contractor, assignee, facility lessee (subject to anything expressly to the contrary contained herein), subcontractor, prime or general contractor, mechanic, laborer, materialmen, or other lien or claim holder, shall always be and remain subordinate, inferior, and junior to Landlord's title, interest, and estate in the Premises. Except as otherwise expressly permitted hereunder, Tenant shall not, without Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), create or permit to be created or to remain, and shall discharge, any lien, encumbrance, or charge arising during the Term levied on account of any mechanic's, laborer's, or materialman's lien, or any security agreement, conditional bill of sale, title retention agreement, chattel mortgage, or otherwise (a "Lien") that might, or does, constitute a lien, encumbrance, or charge upon Landlord's fee interest in the Premises. Nothing in this Ground Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to the filing of any Lien against Landlord's fee interest in the Premises by any contractor, subcontractor, laborer, materialmen, architect, engineer, or other Person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or the Project.

8.2.2 Compliance with Nevada Lien Laws. Notwithstanding anything to the contrary contained herein, Tenant understands and agrees that any and all improvements made to the Premises must comply with Nevada's construction lien laws, including without limitation NRS §108.2403. Without limiting the forgoing, Tenant acknowledges that NRS §108.2403 requires Tenant, before causing any work of improvement to be constructed, to record a notice of posted security with the Washoe County Recorder and either (i) establish a construction disbursement account in compliance with NRS §108.2403(1)(b)(1), or (ii) record a surety bond for the prime contractor performing the work in compliance with NRS §108.2403(1)(b)(2).

8.2.3 University's Notice of Non-Responsibility. Not less than ten (10) Business Days before commencing any approved work of improvement to the Premises, Tenant shall (i) notify or cause to be notified University in writing of (1) the expected date of commencement thereof, and (2) the name and contractor's license number of the prime contractor performing the work, and (ii) provide to University evidence of Tenant's compliance with NRS §108.2403. University shall have the right at any time and from time to time to post and maintain on the Premises such notices as the University reasonably deems necessary to protect the Premises and University from Liens,

including without limitation the recordation of a notice of non-responsibility with respect to the construction of the Project, in accordance with NRS Chapter 108.

8.2.4 Tenant Obligated to Remove Liens. Notwithstanding anything to the contrary contained herein, Tenant shall pay, when due, all claims for labor or materials furnished to or for Tenant at or for the use in the Project. Tenant shall not permit any mechanic's or materialmen's liens to be levied against the Premises for any labor or materials furnished to the Tenant, or claimed to have been furnished to the Tenant, or to Tenant's agents or contractors in connection with the work of any character performed or claimed to have performed on the Premises by or at the direction of the Tenant. If any such Lien shall at any time be filed, Tenant shall, within sixty (60) days after receipt of the written notice of the filing thereof, contest or cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted by law. By way of clarification, Tenant may contest any such Lien as long as such contest prevents foreclosure of the Lien and Tenant causes such Lien to be bonded or insured over within such sixty (60) day period, after which Tenant diligently pursues resolution of such contest in accordance with Applicable Law. If Tenant shall fail to cause such notice or lien to be discharged within the period aforesaid, then Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled to a reimbursement from Tenant of the direct costs associated therewith; provided that no such lien shall constitute a Default by Tenant so long as Tenant is diligently contesting or curing the lien.

8.3 Title to the Premises; Improvements. Title to the Premises during the Term shall be vested in Landlord at all times and, if requested by Landlord, Tenant shall execute such further instruments as may be reasonably required in connection therewith, and Tenant hereby acknowledges and agrees that it shall only have a leasehold interest in the Premises. Tenant shall own any and all Improvements constructed during the Term.

8.4 Off-Site Infrastructure Connections. Tenant shall have the right, at Tenant's sole cost and expense, to design, install, construct, and connect utility lines, infrastructure, and related facilities serving the Premises to off-site utilities, systems, or facilities located outside the Premises owned and/or operated by Landlord (collectively, the "Off-Site Infrastructure"), to the extent reasonably necessary for Tenant's use and operation of the Premises. Notwithstanding the foregoing, Tenant shall have no obligation whatsoever to operate, maintain, repair, replace, insure, upgrade, or restore any portion of the Off-Site Infrastructure or any off-site facilities or systems to which the Premises are connected, except to the extent such obligations expressly arise under a separate written agreement entered into by Tenant with the applicable utility provider, Landlord or third party. Tenant's installation and connection to any Off-Site Infrastructure owned and/or operated or maintained by Landlord shall not be deemed to create any ownership interest in, responsibility for, or liability with respect to any such off-site property, facilities, or infrastructure, nor shall Tenant be deemed to assume any obligations of Landlord relating thereto. Except as provided herein, upon completion of such connection, all operation, maintenance, repair, and replacement obligations with respect to the Off-Site Infrastructure and any off-site facilities shall remain the responsibility of the applicable utility provider, governmental authority, Landlord or other third party having jurisdiction or ownership thereof.

ARTICLE 9 EASEMENTS AND ENCUMBRANCES

9.1 Landlord Reservation of Rights. Landlord reserves to itself the right, in accordance with Applicable Law, to grant to others in the future nonexclusive utility and/or access easements and licenses over, under, through, across or on the Premises in locations that do not interfere with the use, access, development, leasing, operation, or financing of the Project or the leasehold estate created by this Ground Lease, or the ability of Tenant, Issuer or any mortgagee (as the case may be) to exercise its rights hereunder, or otherwise impose economic burdens upon Tenant or any facility lessee of Tenant. In the event the installation or maintenance of such future utility lines or access easements or licenses causes any damage to the Premises or the Project, or any portion thereof, including but not limited to, pavement, curbs and sidewalks, Landlord shall repair the same, or cause the same to be repaired, at Landlord's sole expense. At Landlord's request, Tenant shall join in any grant of such an easement and/or license at no cost to Tenant, subject to the limitations set forth in this Section 9.1. In addition, Landlord agrees to cooperate with Tenant in granting or otherwise obtaining any utility, access licenses, easements or other such shared use and maintenance agreements, as may be necessary for the Project, including without limitation, access over any access roads that may be developed or located adjacent to the Premises and not leased to Tenant hereunder, including, without limitation, Record Street. In addition to the foregoing, Landlord agrees to enter into a license agreement granting Tenant the right to use a staging area located on the campus, not to exceed one (1) acre in size, during periods of Tenant construction, which license agreement shall be in form and substance mutually acceptable to Landlord and Tenant. Landlord hereby expressly delegates authority to the Chancellor of the Nevada System of Higher Education the right to execute the licenses, easements, shared use and maintenance agreements expressly contemplated by this Section 9.1. Landlord and Landlord's authorized representatives, agents, employees, and attorneys may enter the Premises at reasonable times during regular business hours and upon reasonable prior written notice, provided that such entry is for Landlord's purposes as Landlord hereunder and such entry does not disturb Tenant's or any facility lessee's occupancy and use of or access to the Premises or the Project. During the Term, Landlord shall not adopt, grant, suffer or permit any easement, license, rule, regulation, standard or other encumbrance of any kind on or against the Premises or Project or any modification, amendment or supplement to any Landlord Permitted Encumbrance that interferes with the use, access, development, leasing, operation, or financing of the Project or the leasehold estate created by this Ground Lease, or the ability of Tenant, Issuer or any mortgagee (as the case may be) to exercise its rights hereunder, or otherwise imposes economic burdens upon Tenant or any facility lessee of Tenant without Tenant's (and, if applicable, Beneficiary's) prior written consent.

9.2 Grant of Easements. Landlord hereby grants to Tenant and Tenant's successors, assigns, successors-in-title, invitees, contractors, employees, sublessees and the Facility Lessee, a non-exclusive easement on, over, across and through the University's campus for the purposes of (a) vehicular and pedestrian ingress to and egress from the Premises, including, without limitation, on, over, across and through Record Street; (b) access for the delivery of materials, supplies, and equipment; (c) construction, installation, maintenance, repair, replacement, and improvement of any improvements serving the Premises; and (d) installation, maintenance, replacement, and operation of utility lines, conduits, pipes, wires, meters, transformers, or related facilities necessary to provide water, sewer, electricity, gas, telephone, internet, storm drainage, or other utility and related

maintenance services to the Premises and the Project. In the event Tenant elects for such easement to be recorded in the public record, the Board of Regents of the Nevada System of Higher Education hereby expressly delegates to the Chancellor of the Nevada System of Higher Education the authority to execute, on its behalf, any agreements necessary or appropriate to provide the easement referenced in this Section 9.2.

9.3 Tenant's Rights. Except for Permitted Encumbrances or as otherwise permitted under this Ground Lease, Tenant shall not suffer or permit any encumbrance on the Premises during the Term without Landlord's prior written consent, which consent shall not be unreasonably conditioned, delayed or withheld.

9.4 Compliance with Encumbrances. During the Term, Tenant and Landlord shall comply with all terms and conditions of any Permitted Encumbrances affecting the Premises, and Tenant shall be responsible for all costs and expenses arising under or in connection with such Permitted Encumbrances (except that Landlord shall be responsible for complying with and paying all costs and expenses under or in connection with the Landlord Permitted Encumbrances described in clauses (1) and (2) of the definition of such term); provided, however, if this Ground Lease terminates as a result of an Event of Default by Landlord, Landlord shall, upon Tenant's written demand, reimburse Tenant for all prepaid costs and expenses incurred by Tenant in complying with such Landlord Permitted Encumbrances after the date of such termination.

ARTICLE 10 OPERATION AND MAINTENANCE

10.1 Tenant Obligations. Except as otherwise provided in ARTICLE 6, during the Term, Tenant (or Tenant's facility lessee, as applicable) shall be solely responsible to operate and maintain the Project. Tenant shall perform and be responsible for all normal and ordinary maintenance of the Project grounds, at Tenant's sole cost, including (without limitation) landscaping (which shall be substantially consistent with Landlord's general campus landscaping standards), trash removal, snow removal and the maintenance of any access roads exclusively serving the Premises.

10.2 Landlord Obligations. This Ground Lease is intended to be an absolute triple net lease, subject only to Landlord's express obligations set forth in this Ground Lease.

ARTICLE 11 ASSIGNMENT OF LEASE

11.1 During Facility Lease Agreement Term. Tenant shall have the right, without the prior written consent of Landlord, to : (i) lease the Project to the Facility Lessee or any successor facility lessee, (ii) assign Tenant's Interest to Trustee and any successor thereto or assignee thereof in accordance with the Leasehold Deed of Trust or any other Permitted Leasehold Deed of Trust, (iii) assign the Ground Lease subsequent to a foreclosure of the Leasehold Deed of Trust or any other Permitted Leasehold Deed of Trust, (iv) assign Tenant's Interest to the Institute or Facility Lessee or an affiliate thereof, and (v) enter into a sublease, license agreement or space lease with third-parties for ancillary services, such as offices of the Institute, a book store or provision of food service (to all of which Landlord hereby consents). Except as set forth above in this Section 11.1, Tenant shall not

have the right to assign or transfer Tenant's Interest or any portion thereof or any right or privilege appurtenant thereto, or to sublease the Premises or any portion thereof, without the prior written consent of Landlord, which consent may not be unreasonably withheld, conditioned or delayed.

11.2 Effect of Assignment. Any attempt by Tenant to assign this Ground Lease without Landlord's consent, where such consent is required as set forth in Section 11.1 of this Ground Lease, shall be void and of no effect and, at Landlord's election, shall constitute an Event of Default under this Ground Lease. The consent by Landlord to any transfer, hypothecation, assignment or subleasing shall not constitute a waiver of the necessity for such consent to any subsequent assignment, transfer, hypothecation or subleasing where such consent is required. Notwithstanding any assignment, subletting, or sublicensing, Tenant shall remain fully liable to Landlord for all obligations of Tenant under the terms of this Ground Lease.

ARTICLE 12 INDEMNIFICATION

12.1 Landlord Indemnity. Except to the extent caused by the acts or omissions of Tenant or any of the Tenant Indemnitees (defined below), and solely to the extent limited in accordance with NRS §41.0305 to 41.039, inclusive, Landlord, to the extent permitted by Applicable Law, hereby releases and agrees to indemnify, defend and hold harmless Tenant and each of Tenant's officers, employees, managers, agents, and consultants (hereinafter collectively referred to as the "Tenant Indemnitees") of and from any and all third-party claims, demands, liabilities, losses, costs, or expenses for any loss from bodily injury (including death), personal injury, property damage, expenses, taxes and attorneys' fees (collectively "Claims"), caused by, growing out of, or otherwise happening in connection with grossly negligent acts, willful misconduct or material omissions of Landlord or the Landlord Indemnitees (as defined below), or Landlord's obligations under Section 25.2. Landlord reserves the right to assert the defense of sovereign immunity, as appropriate and subject to the statutory limitations therein, including in malpractice and indemnity actions; provided that, in no event shall such defense of sovereign immunity act to limit claims or coverage under insurance policies carried by Landlord.

12.2 Tenant Indemnity. Except to the extent caused by the acts or omissions of Landlord or any of the Landlord Indemnitees (defined below), Tenant, to the extent permitted by Applicable Law, subject to Section 26.11 and the Waiver of Subrogation set forth in Exhibit C, hereby releases and agrees to indemnify, defend and hold harmless Landlord and all of its regents, officers, employees, directors, agents, and consultants (hereinafter collectively referred to as the "Landlord Indemnitees") of and from any and all Claims caused by, growing out of, or otherwise happening in connection with grossly negligent acts, willful misconduct or material omissions of Tenant or the Tenant Indemnitees.

12.3 Survival. The obligations of Landlord and Tenant under this ARTICLE 12 shall survive the expiration or earlier termination of this Ground Lease or any finding of invalidity or unenforceability thereof unless such finding expressly includes the provisions of this ARTICLE 12.

ARTICLE 13 POLICE SERVICES AND PARKING

The Premises shall be subject at all times during the Term to the jurisdiction of the University of Nevada Reno Police Services and any other law enforcement agencies with jurisdiction.

Tenant may provide parking on the Premises without additional charge from Landlord, so long as such parking does not materially interfere with the University's campus or the University's parking. Any arrangements for parking not on the Premises will be provided on the same terms and conditions as those applicable to other staff and enrollees of the University.

ARTICLE 14 INSURANCE

At all times throughout the Term, the parties shall maintain or cause to be maintained for the benefit of Landlord and Tenant (as either additional insureds or named insureds, as their respective interests may appear), the insurance coverages applicable to the then-current phase of the Project in accordance with Exhibit C, attached hereto.

ARTICLE 15 DAMAGE AND DESTRUCTION

15.1 Repair of Damaged Improvements. Except as hereafter provided in this Article, in the event the Improvements or any building or other structures or improvements constructed and located on or within the Premises become damaged or destroyed by fire or any other casualty whatsoever during the Term (a "Casualty"), Tenant shall, within one hundred eighty (180) days from the date of such damage or destruction, commence the work of repair, reconstruction, restoration, or replacement, as the case may be, and thereafter prosecute the same with all reasonable dispatch until the Improvements or any such buildings, other structures, or improvements shall have been repaired, reconstructed, or restored as nearly as practicable to the same condition as prior to such damage or destruction. Anything in this Ground Lease to the contrary notwithstanding, the period of time within which Tenant shall be obligated to complete the repair, reconstruction, restoration, or replacement of the Improvements or any buildings or other structures or improvements so damaged or destroyed shall be extended by the period of any Force Majeure delay. Except as otherwise provided in this Ground Lease, damage to or destruction of the Improvements or any building or other structures or improvements on or within the Premises at any time during the Term, by fire or any other Casualty whatsoever, shall not work as a termination hereof or authorize Tenant or those claiming by, through or under Tenant (including the Facility Lessee under the Facility Lease Agreement) to quit or surrender possession of the Premises or any part thereof, and shall not release Tenant in any way from its liability to pay Landlord the Fixed Rent herein provided for, or from any of the provisions hereof. Subject to Tenant's obligations under the Bond Documents, Tenant's repair, reconstruction, restoration, or replacement obligations hereunder shall not apply if the Casualty (i) as determined by Tenant, is such that the repair, reconstruction, restoration, or replacement is not commercially and economically viable or practicable, (ii) the Casualty occurs during the last ten (10) years of the Term, or (iii) to the extent Tenant is required by the terms of the Bond Documents to apply insurance proceeds to the redemption or defeasance of Bonds. If any of the conditions listed in the foregoing sentence occurs, Tenant, subject to the rights of any Beneficiary, shall have the right to terminate this Ground Lease by providing thirty (30) days' written notice to Landlord within six (6) months after

the Casualty and Tenant shall retain any insurance proceeds subject to the rights of Landlord and any Beneficiary as such respective interests appear thereunder.

15.1.1 Tenant shall be relieved of any obligation under this Article to the extent Tenant elects to, or the Beneficiary requires Tenant to, apply any insurance proceeds to the redemption or defeasance of Bonds or of Tenant's outstanding indebtedness, as permitted pursuant to Section 15.3.

15.1.2 Notwithstanding anything herein to the contrary, Tenant and Landlord agree that, while the Facility Lease Agreement is in effect, the Facility Lessee, as lessee under the Facility Lease Agreement (together with any successors and assigns of Facility Lessee under the Facility Lease Agreement), shall be obligated to perform Tenant's repair, reconstruction, restoration, or replacement obligations, if any, under this Article.

15.2 Damages for Failure to Comply with Repair Obligation. Subject and subordinate to the rights of the Beneficiary(ies) and the provisions of Section 15.5 below, if (a) the repair, reconstruction, restoration, or replacement of damaged or destroyed Improvements or buildings, other structures or improvements is not substantially completed in accordance with Section 15.1 hereof within a reasonable time after the date of such Casualty (if such completion date is prior to the end of the Term and if Tenant is under the affirmative requirement of Section 15.1 to commence the repair, reconstruction, restoration, or replacement), and (b) Landlord notifies Tenant in writing that Landlord intends to terminate the Ground Lease pursuant to this Section, and (c) Tenant does not deliver to Landlord within thirty (30) days after receipt of such notice a plan to complete such work within a reasonable time or, after delivering such plan, Tenant does not diligently pursue such plan, Landlord may terminate this Ground Lease immediately upon written notice thereof to Tenant and, in such event, Landlord shall receive the proceeds of all insurance obtained in accordance with Article 14 to the extent such proceeds shall not have been expended on or committed to such repair, reconstruction, restoration, or replacement .

15.3 Use of Insurance Proceeds. Except as otherwise provided in this Ground Lease or in the other Bond Documents, the proceeds of all insurance obtained in accordance with ARTICLE 14 shall be used for the repair, reconstruction, restoration, or replacement of the Improvements or any building or other structure or improvement located on or within the Premises, unless Tenant shall be relieved of Tenant's obligation to so repair, reconstruct, restore, or replace such damaged or destroyed Improvements or building or other structure or improvement pursuant to Section 15.1. If Bonds are outstanding, then the proceeds of such insurance, if not required to be used for the repair, reconstruction, restoration, or replacement of the Premises, shall be applied as set forth in the Bond Documents. Notwithstanding anything to the contrary contained herein, a Beneficiary shall have the right to apply insurance proceeds to any outstanding indebtedness owed to it by Tenant and secured by a Permitted Deed of Trust if there shall exist any default by Tenant in the performance of any of the terms or provisions of such Permitted Deed of Trust on Tenant's part to be performed, provided that Tenant and any successor shall not be released from any duties under this Ground Lease unrelated to the Casualty.

15.4 Termination Prior to Completion of Repair. Subject and subordinate to the rights of the Beneficiary(ies), in the event of the termination hereof before the expenditure of the full amount

of such insurance proceeds in the repair, reconstruction, restoration, or replacement of such damaged or destroyed Improvements or buildings, other structures or improvements, any unexpended balance thereof, including any interest previously earned by such balance, shall inure to and become the sole property of Landlord.

15.5 Subordination to Bond Documents. Notwithstanding anything else herein contained to the contrary, and for the avoidance of doubt, the provisions of the other Bond Documents shall control in all respects the receipt, handling, and application of any and all insurance proceeds, it being acknowledged and agreed that the Trustee and any other Beneficiary, as their respective interests may appear, shall have a first and prior security interest therein. In connection with, and as a precondition to, any termination of this Ground Lease by Landlord pursuant to this Article, Landlord shall pay, or cause to be paid, all principal, interest and other amounts required to repay or defease, as applicable, the Bonds in full.

ARTICLE 16 CONDEMNATION

16.1 General. Except as hereafter provided in this Article, if, during the Term, the Premises (or such substantial portion thereof as shall, in Tenant's discretion, make it economically infeasible to continue to operate the remaining portion for the purposes herein) or Tenant's Interest, shall be appropriated, taken or damaged by reason of the exercise of the power of eminent domain, whether by condemnation proceedings or otherwise, or any transfer thereof shall be made in avoidance of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as a "Taking"), this Ground Lease shall terminate on the date title to such Premises shall vest in the condemnor; provided, however, that such termination shall be without prejudice to the rights of Tenant to recover just and adequate compensation from any such condemnor. If this Ground Lease shall be terminated as provided in this subsection, Tenant shall pay the rent for the year in which such Taking has occurred, up to the date of such termination. Subject to Tenant's obligations under the Bond Documents, in the event of a Taking of less than all or a substantial portion of the Premises (or Tenant's Interest therein) and Tenant determines, in Tenant's discretion, that it is economically feasible to continue to operate the remaining portion of the Premises for the purposes herein, this Ground Lease shall terminate only as to the condemned portion of the Premises on the date title to the condemned portion of the Premises shall vest in the condemnor. The provisions hereof shall remain in full force and effect as to the portion of the Premises not so condemned, but the Fixed Rent shall be abated in proportion to the percentage of the Premises subject to the Taking.

16.2 Application of Proceeds from a Taking. In the event of a Taking, the following provisions shall apply:

16.2.1 In the event of a Taking of all of the Premises or all of the Tenant's Interest, this Lease shall terminate as of the date of the Taking and Tenant shall have the option to redeem in full all outstanding Bonds in accordance with the Bond Documents, and the Tenant shall be entitled to retain any remaining proceeds arising from the condemnation that are applicable to Tenant's Interest.

16.2.2 In the event of a partial Taking of the Premises or Tenant's Interest therein, the Tenant shall have the right to redeem all or a portion of the outstanding Bonds within one hundred eighty (180) days of the Taking to the extent that the award received by Tenant is not applied to the restoration of the Premises if Tenant furnishes Landlord, Issuer and Trustee a certificate stating (A) that the property forming a part of the Premises that is the subject of the partial Taking is not essential to Tenant's use or occupancy of the Project at substantially the same revenue-producing level prior to such Taking; or (B) that the Project has been restored to a condition substantially equivalent to its condition prior to the partial Taking; and Tenant shall be entitled to retain any remaining proceeds arising from the condemnation that are applicable to Tenant's Interest.

16.2.3 While the Bonds are outstanding, the provisions of the Bond Documents shall control in all respects the receipt, handling, and application of any and all proceeds of a Taking, it being acknowledged and agreed that the Trustee and any other Beneficiary, as their respective interests may appear, shall have a first and prior security interest therein. If no Bonds shall be outstanding, Tenant shall be entitled to any remaining proceeds.

ARTICLE 17 ESTOPPEL CERTIFICATES

17.1 Execution and Delivery. No later than twenty (20) calendar days following receipt of written request therefor, Landlord and Tenant will execute, acknowledge and deliver to the other promptly upon request, a certificate reasonably satisfactory to the recipient certifying as to the following; provided that, and notwithstanding anything to the contrary in this Ground Lease, the failure of a party to deliver an executed estoppel certificate within the time period required under this Section 17.1 shall not constitute a default, however, that if that party fails to deliver such estoppel certificate within twenty (20) days after delivery of a written request, then the party shall be deemed to have admitted and confirmed the below as true and correct, without modification or qualification:

17.1.1 Validity of Lease: that this Ground Lease is unmodified and in full force and effect (or, if there have been modifications, that this Ground Lease is in full force and effect, as modified, and stating the modifications);

17.1.2 Defaults by Tenant: that no notice has been given by Landlord to Tenant of any failure to comply under this Ground Lease that has not been cured and to the best of its knowledge and belief no Event of Default exists (or, if there has been any notice given or an Event of Default exists, describing the same); and

17.1.3 Other Matters: such other matters as may be reasonably requested by the requesting party.

17.2 Reliance upon Certificates. Certificates from Landlord and Tenant pursuant to this ARTICLE 17 pertaining to the same matters may be relied upon by the Issuer, Trustee, Tenant, Facility Lessee, any rating agency, any holder of a leasehold mortgage or beneficiary of a leasehold deed of trust, any prospective bond trustee, any prospective assignee of an interest under this Ground Lease or by any prospective sublessee as to all or any portion of the Site.

ARTICLE 18 DISPUTE RESOLUTION

18.1 General. In the event of a dispute between the parties to this Ground Lease with respect to any Event of Default or alleged default by either party, such dispute shall be resolved by litigation initiated and maintained in the State of Nevada or federal courts located in Reno, Nevada, subject to any requirements under the Bond Documents for matters relating to the Issuer or the Trustee.

18.2 Nonbinding Mediation.

18.2.1 Either party may request non-binding mediation of any dispute arising under this Ground Lease. The non-requesting party may decline the request in its discretion. If there is concurrence that any particular matter shall be mediated, the provisions of this Section shall apply. The costs of the mediator shall be divided equally between Landlord and Tenant.

18.2.2 The mediator shall be a professional mutually acceptable to the parties who has no current or on-going relationship with either party. The mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the mediation to resolve the dispute until and unless the parties reach agreement with respect to the disputed matter or one party determines in its discretion that its interests are not being served by the mediation.

18.2.3 Mediation is intended to assist the parties in resolving disputes over the correct interpretation of this Ground Lease. No mediator shall be empowered to render a binding decision.

18.2.4 Nothing in this Section shall operate to limit, interfere with or delay the right of either party under this Article to commence judicial legal proceedings in respect of any dispute under this Ground Lease, whether in lieu of, concurrently with, or at the conclusion of any non-binding mediation.

18.3 Attorneys' Fees and Costs. In all disputes arising from or related to this Ground Lease, each party shall pay its own attorneys' fees and costs.

ARTICLE 19 EVENTS OF DEFAULT AND REMEDIES

19.1 Events of Default Defined. The following shall be "Events of Default" under this Ground Lease, and the terms "Event of Default" or "Default" shall mean, whenever they are used herein, any one or more of the following events:

19.1.1 Tenant shall fail to pay Fixed Rent at the times specified herein and such failure shall continue for ten (10) Business Days after Tenant's receipt of a written notice from Landlord with a copy provided to the Trustee.

19.1.2 Except as to any other Event of Default that sets a specific time for notice and cure, Tenant or Landlord, as applicable, shall fail to perform or cause to be performed any term, covenant, condition, or provision hereof, and to correct such failure within thirty (30) days after

written notice specifying such failure is given to such party with a copy provided to the Trustee. In the case of any such failure that cannot with due diligence be corrected within such thirty (30) day period but can be wholly corrected within a period of time not materially detrimental to the rights of the other party, it shall not constitute an Event of Default if corrective action is instituted by such party within the applicable period and diligently pursued until the failure is corrected.

19.1.3 Tenant shall be adjudicated a bankrupt, or otherwise declared insolvent following judicial proceedings and unable to pay its debts or other obligations as they come due.

19.1.4 A permanent receiver shall be appointed for Tenant's Interest and such receiver shall not be removed within ninety (90) days after notice from Landlord to Tenant to obtain such removal.

19.1.5 Tenant shall voluntarily take advantage of any debtor relief proceedings under any present or future law or shall become subject to any such involuntary proceedings and said involuntary proceedings shall not be dismissed within ninety (90) days after notice from Landlord to Tenant to obtain such dismissal.

19.1.6 Tenant shall make a general assignment for benefit of creditors.

19.1.7 The Premises or Tenant's effects or interests therein shall be levied upon or attached under process against Tenant, and the same shall not be satisfied or dissolved within ninety (90) days after such levying or attachment.

19.1.8 If any one or more of the Parcel 7 Obligations have not been timely satisfied, by Landlord, then: (i) Landlord shall diligently pursue satisfaction thereof, including, without limitation, instituting eviction proceedings against the Parcel 7 Occupant; and (ii) in addition to any other remedies available for such Event of Default, at Tenant's election, the Parcel 7 Commencement Date shall be extended day-for-day for each day that timely satisfaction of any one of the Parcel 7 Obligations is delayed.

19.1.9 Any other event that is expressly stated to be an Event of Default elsewhere in this Ground Lease.

19.2 Remedies. Upon the occurrence of an Event of Default, the non-breaching party (the "Non-Breaching Party"), may pursue the following remedies, all subject to the provisions of Section 19.2.3 and the rights of Trustee under the Permitted Financing documents to cure any Default by Tenant:

19.2.1 Any remedies it may have under Applicable Law, each and all of which shall be cumulative and nonexclusive.

19.2.2 In the absence of any action taken by the Trustee, the Non-Breaching Party may, but shall not be obligated to, make any payment or perform or otherwise cure any obligation, provision, covenant or condition on the part of the party in default (the "Defaulting Party") to be observed or performed (and, as applicable, may enter the Premises for such purposes if needed).

19.2.3 It is acknowledged and agreed that upon an Event of Default, and notwithstanding anything to the contrary contained herein, the rights and obligations of the parties shall be subject to the rights and obligations of the Trustee as Beneficiary under the Leasehold Deed of Trust. Landlord may exercise its rights and remedies under this ARTICLE 19 only after providing all required notices to the Trustee and only after expiration of all cure periods afforded to the Trustee.

19.3 No Waiver. No waiver by the Non-Breaching Party of any violation or breach by the Defaulting Party of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach by the Defaulting Party of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by the Non-Breaching Party in enforcement of one or more of the remedies herein provided upon a default by Defaulting Party shall not be deemed or construed to constitute a waiver of such default.

ARTICLE 20 EXPIRATION OR TERMINATION

20.1 No Early Termination; End of Term. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THIS GROUND LEASE BE TERMINATED FOR ANY REASON WHATSOEVER WHILE THE FACILITY LEASE AGREEMENT REMAINS IN EFFECT OR WHILE ANY BONDS REMAIN OUTSTANDING UNDER THE INDENTURE.** Upon the expiration or termination of the Term pursuant to the terms hereof, all rights and interests of Tenant, and all persons whomsoever claiming by, through or under Tenant shall immediately cease and terminate, in and to the Premises, including without limitation, all improvements, engines, machinery, generators, boilers, furnaces, elevators, fire escapes, and all lifting, lighting, heating, cooling, refrigerating, air conditioning, ventilating, gas, electric and plumbing apparatus, appliances and fixtures, as well as other fixtures attached to or within the Premises, and, notwithstanding anything to the contrary in NRS §118C.230 (as amended, superseded or replaced), all personal property of Tenant located thereon, shall thence forward constitute and belong to and be the absolute property of Landlord or Landlord's successors and assigns, without further act or conveyance, and without liability to make such compensation to Tenant, or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Tenant at any time. Tenant agrees, at the end of the Term, to surrender unto Landlord the Premises with then existing buildings, other structures and improvements constructed and located thereon and therein, in the condition then existing.

20.2 Prepaid Items. Unless otherwise agreed in writing by the parties, upon the end of the Term, Landlord shall pay to Tenant all expense items prepaid by Tenant with respect to operating, maintaining, and protecting the Premises, including, but not limited to, prepaid insurance premiums, and any tax and utility deposits, upon Tenant's presentation to Landlord of documentation which reasonably substantiates such prepaid expenses.

20.3 Reserved.

20.4 Other Documents and Intangibles. Upon the end of the Term, Tenant shall be deemed to have automatically transferred to Landlord, as of the Termination Date, Tenant's interest in all documents and agreements pertaining to or useful in the ownership, operation and maintenance of the

Premises, together with all contracts, contract rights, warranties and other intangibles related to, or useful in, the ownership, operation or maintenance of the Premises, excluding any confidential or privileged documents and agreements, such as, without limitation: internal memoranda, documents, analyses and business plans; any documents or agreements pertaining to the business of the Facility Lessee, including in relation to its staff and students; and correspondence and other materials subject to the attorney-client privilege or that are attorney work product; and any documents or agreements that Tenant is legally required not to disclose.

20.5 Termination During the Due Diligence Period. Tenant shall have a period of one hundred and eighty (180) days following the Effective Date (the “Due Diligence Period”) to investigate and determine, in Tenant’s sole and absolute discretion, whether the Premises, including, without limitation, Parcel 7, are suitable and financeable for Tenant’s intended use and development; provided that Tenant shall have the right to extend the Due Diligence Period by up to sixty (60) days by delivering written notice to Landlord prior to the expiration of the Due Diligence Period. No consent of Landlord shall be required for any such extension, and the Due Diligence Period shall be deemed extended upon Tenant’s timely delivery of such notice to Landlord. During the Due Diligence Period (and any extension thereof), Tenant may conduct, at Tenant’s sole expense, any and all inspections, studies, tests, surveys, environmental assessments, geotechnical investigations, utility capacity reviews, financing reviews, entitlement feasibility analyses, zoning and code compliance reviews, and any other investigations that Tenant deems advisable, including, without limitation, review of the Landlord Permitted Encumbrances. Landlord acknowledges and agrees that Tenant’s rights under this paragraph shall extend to Parcel 7, and Landlord shall reasonably cooperate with Tenant in securing access to Parcel 7 and the residence thereon during the Due Diligence Period in accordance with the terms and conditions of the Parcel 7 Lease. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to terminate this Ground Lease for any or no reason and without any obligation or liability whatsoever to Landlord by providing a written notice to Landlord of Tenant’s intent to so terminate at any time before the expiration of the Due Diligence Period (and any extension thereof).

ARTICLE 21 NOTICES

21.1 Addresses. All notices, certificates, demands, requests, or other communications hereunder shall be sufficiently given and shall be deemed given when provided by electronic mail (deemed given only upon confirmation of receipt by the receiving party, evidenced by (i) a written acknowledgment of receipt (including by return email), or (ii) an automated electronic confirmation indicating successful delivery and access by the recipient), certified mail (postage prepaid, return receipt requested, by nationally recognized overnight courier), or by personal delivery addressed as follows, with copy provided to the Trustee at its principal office for notices as set forth in the Indenture:

If to Tenant: CoreLink-DA Holdings LLC
200 South Virginia St., Fl. #8
Reno, NV 89509
Attn: Robert Kim, President

E-Mail: rkim@corelinkfoundation.org

With copies (which do not constitute notice) to:

CoreLink Facilities Foundation, Inc.
530 Technology Drive, Suite 100
Irvine, CA 92618
Attn: Daune Cotter
E-Mail: dcotter@corelinkfoundation.org

and

Kutak Rock LLP
777 South Figueroa Street, Suite 4550
Los Angeles, CA 90017
Attn: Jessica Shaham, Esq.
Email: jessica.shaham@kutakrock.com

and

The Davidson Institute for Talent Development
c/o The Davidson Group
Attn: Mark R. Herron, President
800 Southwood Blvd., Suite 204
Incline Village, NV 89451
Email: mherron@davdgrp.com

and

The Davidson Institute for Talent Development
c/o The Davidson Group
Attn: Matthew F. Maccoby, Vice President and General Counsel
1223 Wilshire Blvd., Suite 472
Santa Monica, CA 90403
Email: mmaccoby@davdgrp.com

and

Holland & Hart LLP
5470 Kietzke Lane, Suite 100
Reno, NV 89511
Attn: Megan M. Fogarty, Esq.
Email: mfogarty@hollandhart.com

If to Landlord: University of Nevada, Reno
Attn: Office of Community & Real Estate Management

1664 N. Virginia St./MS 243
Reno Nevada 89557-0243
Email: realestatedept@unr.edu

With a copy to (which copy does not constitute notice):

University of Nevada, Reno
Attn: General Counsel
1664 N. Virginia St./MS 550
Reno Nevada 89557-0550
Email: OGC@unr.edu

21.2 Changes. Either party hereto may, by notice given to each of the other, designate any additional or different addresses to which subsequent notices, certificates, demands, requests, or other communications shall be sent.

21.3 Effectiveness. Notwithstanding anything contained herein to the contrary, any notice required to be given by Landlord or Tenant hereunder shall be deemed to have been given and shall be effective as of the date such notice is received or refused as reflected on said notice. All notices, certificates, demands, requests, or other communications made by either party to the other which are required or permitted by the provisions of this Ground Lease shall be in writing.

ARTICLE 22 SUBMISSION OF MATTERS TO LANDLORD FOR APPROVAL

Any matter which must be submitted to and consented to or approved in writing by Landlord or any matter which must be submitted to Landlord which may become effective if not denied by Landlord, as required under this Ground Lease, shall be submitted to Landlord in accordance with Section 21.1 hereof. Unless otherwise expressly provided, wherever this Ground Lease requires Tenant to obtain Landlord's approval or consent, such approval or consent shall not be unreasonably withheld, conditioned, or delayed, and Landlord shall respond to any complete request for approval within ten (10) Business Days after receipt. Failure to respond within such period shall be deemed approval of the request. Any review by Landlord of any matter submitted to Landlord is for Landlord's own convenience and purpose only. By undertaking such review, Landlord does not obtain or have any liability to Tenant or any other person, including, without limitation, the insurers and lenders of Tenant.

ARTICLE 23 HOLDING OVER BY TENANT

Subject to the provisions of Section 20.1, this Ground Lease shall expire without further notice at the end of the Term, and no holding over shall be permitted. Any holding over by Tenant after the expiration of this Ground Lease shall not constitute a renewal or extension nor shall it give Tenant any rights in or to the Premises or any part thereof. Tenant shall not use or remain in possession of the

Premises after the end of the Term. There shall be no renewal whatsoever of this Ground Lease by operation of law.

ARTICLE 24 MORTGAGING

24.1 Leasehold Mortgage Permitted. Tenant shall have the right to place a leasehold mortgage or leasehold deed of trust (including the Leasehold Deed of Trust) on Tenant's Interest (each, a "Permitted Leasehold Deed of Trust") for the benefit of the beneficiary under the Leasehold Deed of Trust or any mortgage lender(s) from time to time providing construction, interim, or permanent financing or refinancing for the Property and any improvements thereon and/or the business of Tenant being conducted on the Land (each, a "Beneficiary"), upon the condition that: (i) such Permitted Leasehold Deed of Trust shall not impose any obligations on Landlord; and (ii) all of the Beneficiary's rights acquired under such Permitted Leasehold Deed of Trust shall be, and such Permitted Leasehold Deed of Trust shall expressly state that it is, strictly limited to the Tenant's Interest and subject and subordinate to Landlord's fee interest in the Premises. The execution and delivery of a Permitted Leasehold Deed of Trust shall not be deemed to constitute an assignment or transfer of Tenant's leasehold interest nor shall the Beneficiary be deemed to be an assignee or transferee of this Ground Lease so as to require such Beneficiary to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder. The respective rights and obligations of Tenant and any Beneficiary shall be as set forth in such Permitted Leasehold Deed of Trust. The Board of Regents of the Nevada System of Higher Education hereby expressly delegates to the Chancellor of the Nevada System of Higher Education the authority to execute, on its behalf, any consents requested by the mortgage lender in connection with the Permitted Leasehold Deed of Trust referenced in this Section.

24.2 No Merger; Amendment to Lease. No union of the interests of Landlord and Tenant herein shall result in a merger of this Ground Lease in the fee interest while any Permitted Leasehold Deed of Trust is outstanding. No agreement between Landlord and Tenant modifying, canceling or surrendering this Ground Lease shall be effective without the prior written consent of the holder of a Permitted Leasehold Deed of Trust. Landlord covenants it will not treat this Ground Lease as terminated by any election made under Section 365 of the Bankruptcy Code of 1978 or under any similar law or right of any nature.

24.3 Requested Amendments for the Security of the Leasehold Deed of Trust. Landlord and Tenant agree to reasonably cooperate in including in this Ground Lease by suitable amendment from time to time any provision that may reasonably be requested by any proposed holder of a Permitted Leasehold Deed of Trust for the purpose of implementing the mortgagee-protection provisions contained in this Ground Lease, and each of Landlord and Tenant agrees to execute and deliver any agreement necessary to effect any such amendment; provided, however, that any such amendment shall be in form and substance acceptable to Landlord and Tenant and shall not in any way affect the Term or the Fixed Rent or other amounts payable by or to Landlord under this Ground Lease nor otherwise adversely affect any rights or benefits of Landlord under this Ground Lease. The Board of Regents of the Nevada System of Higher Education expressly delegate authority to the

Chancellor of the Nevada System of Higher Education to execute amendments made pursuant to this Section 24.3.

24.4 Subordination. This Ground Lease shall not be subordinate to and shall be senior in all respects to the lien of any fee mortgage in effect as of the commencement date of this Ground Lease or at any time thereafter during the Term of this Ground Lease. Simultaneously with the execution of this Ground Lease, Landlord shall deliver an executed consent agreement in a form reasonably satisfactory to Landlord and Tenant and Tenant's title insurer with respect to any existing fee mortgagee. With respect to all future fee mortgages, this Section 24.4 will be self-operative and no further instrument of subordination shall be required, provided that upon the request of Tenant the Landlord shall deliver an executed subordination agreement in a form mutually agreeable to the parties hereto.

24.5 Fee Mortgages. Landlord agrees not to mortgage or otherwise encumber its interests in the Property and this Ground Lease following the date hereof, unless all holders of any such mortgage or other encumbrance expressly agree to be subject to and bound by the terms of this Ground Lease (expressly including this Article) and that no foreclosure or other enforcement of such mortgage or other encumbrance will disturb or effect this Ground Lease or the rights of the Beneficiary.

24.6 Consent to Permitted Leasehold Deed of Trusts in the Event of a Foreclosure. Landlord's consent and approval shall not be required in connection with any Permitted Leasehold Deed of Trust, the transfer of Tenant's Interest in connection with a judicial or non-judicial sale proceeding pursuant to the Permitted Leasehold Deed of Trust, any transfer pursuant to a deed or assignment in lieu of foreclosure, any sale or transfer in any bankruptcy or insolvency proceedings, or any similar transfer pursuant to any exercise of remedies under any Permitted Leasehold Deed of Trust (collectively, a "Foreclosure"), subject to compliance with the terms of this Article.

24.7 Forbearance by Landlord. For as long as any Permitted Leasehold Deed of Trust remains in effect, Landlord will delay and forbear from the exercise of its termination remedies but may exercise other remedies (including the acceleration of rentals) as hereinafter provided.

24.8 New Lease. In the event that, for any reason, this Ground Lease terminates prior to satisfaction of all indebtedness and obligations secured or intended to be secured by any Permitted Leasehold Deed of Trust, the holder(s) of any such Permitted Leasehold Deed of Trust shall be entitled to enter into a new lease with Landlord, for the balance of the term of this Ground Lease (including rights to all extension or renewal options that have not been exercised), and on the same terms as set forth in this Ground Lease (a "New Lease"). Such right shall be exercisable by Beneficiary within thirty (30) days following written notice by Landlord to Beneficiary of the termination of this Lease, by written notice from Beneficiary to Landlord given within such 30-day period. Upon exercise of such right, Landlord and Beneficiary (or an affiliate or nominee of Beneficiary, as Beneficiary may elect) shall enter into the New Lease within thirty (30) days thereafter. Upon execution of any such New Lease, the tenant thereunder shall be required to cure outstanding defaults of the Tenant under this Ground Lease in the same manner, and within the same time period, as required under the provisions of this Article.

24.9 Notices by Landlord. Until such time as the Permitted Leasehold Deed of Trust is released or canceled of record, Landlord agrees that it will simultaneously provide Beneficiary with a written copy of any notices sent to Tenant under this Ground Lease, including any default notices, at the address for Beneficiary provided in the Permitted Leasehold Deed of Trust (and any amendments thereto). Landlord agrees that no notice to Beneficiary shall be effective unless it is reduced to writing and delivered to Tenant and Beneficiary, at the address indicated in this Ground Lease (in the case of Tenant) and the address indicated in the Permitted Leasehold Deed of Trust (in the case of Beneficiary) in the manner provided in this Ground Lease, and no grace or cure periods under this Ground Lease shall be deemed to commence unless and until such notice is so delivered.

24.10 Beneficiary Performance and Cure Rights. Landlord hereby agrees to accept from any Beneficiary any and all payments and performance of Tenant's obligations under this Ground Lease, whether before or after default, with the same force and effect as if paid or performed by Tenant. Landlord agrees that in the event that Tenant shall not cure or remedy any default or breach of covenant by Tenant under this Ground Lease within the curative period provided for such cure or remedy in this Lease, then Beneficiary shall have the right, at its sole option, to exercise any one or more of the following rights:

(a) to cure or remedy, or cause to be cured or remedied, for an additional period following the "Beneficiary Curative Commencement Date" (as hereinafter defined), such default or breach of covenant, and Landlord shall accept such cure or remedy; it being agreed that (a) in the case of any default in the payment of any sum of money, Beneficiary shall have ten (10) business days following the Beneficiary Curative Commencement Date in which to cure such default, (b) in the event that the default of Tenant is not a default in the payment of a sum of money, Beneficiary shall have thirty (30) days following the Beneficiary Curative Commencement Date in which to cure such default, provided that if such default cannot reasonably be cured within such thirty (30) day period and that Beneficiary has commenced efforts to cure such default (or efforts to exercise remedies to enable it to cure such default) within thirty (30) days following the Beneficiary Curative Commencement Date, Beneficiary shall have an additional reasonable period of time following the end of such thirty (30) day period within which to cure such default, and so long as Beneficiary shall be diligently pursuing its efforts to cure, Landlord shall accept such cure or remedy when effected, (c) in no event shall any Beneficiary be required to cure any defaults by Tenant that by their nature are not susceptible to cure by the Permitted Leasehold Deed of Trust, and with respect to such defaults, the same shall be deemed cured by Beneficiary if Beneficiary has commenced efforts to exercise remedies under its Permitted Leasehold Deed of Trust and succeeding to the leasehold interest in accordance with the provisions of this Section; it being agreed that Landlord shall not terminate this Ground Lease, commence eviction proceedings or accelerate rent during the foregoing curative periods extended to Beneficiary; provided, that it is hereby expressly agreed that the time permitted to the Beneficiary to cure defaults shall include and shall be extended by the time required to pursue any remedies necessary to enable Beneficiary to effect such cure, and the time permitted to the Beneficiary to cure defaults shall include and shall be extended by any period in which Beneficiary is prevented from curing by reason of any stay in any bankruptcy of Tenant or other stay of enforcement proceedings to which Beneficiary may be subject;

(b) to require Landlord to terminate Tenant's rights under this Ground Lease by reason of such default, and to substitute Beneficiary as lessee of the Premises with Landlord for the balance of the term of this Ground Lease (including any renewal options) by entering into a New Lease, Tenant hereby agreeing to execute such cancellations as may be reasonably required in connection therewith; and

(c) to acquire pursuant to any Foreclosure the leasehold interest and Tenant's rights under this Ground Lease and assume the obligations of Tenant under this Ground Lease as required under this Section, and in such event, Landlord shall not exercise its right of termination with respect to such default, provided that upon such acquisition, Beneficiary shall be entitled to cure any and all defaults within the curative periods provided above.

As used herein, "Beneficiary Curative Commencement Date" shall mean (a) in the case of monetary defaults, upon receipt of written notice from Landlord of the lapse of Tenant's curative period; (b) in the case of defaults for which no curative period is provided under this Ground Lease, the date of Beneficiary's receipt of notice of such default, or (c) in the case of monetary or other defaults for which a curative period is provided under this Ground Lease, when both the following have occurred: (x) Beneficiary's receipt of notice of such default, and (y) receipt of written notice from Landlord of Tenant's failure to cure such default within the applicable curative period provided in this Lease. Beneficiary may cure any monetary default under this Ground Lease by payment of the rent per annum then overdue at the pre-default rental rate, and Landlord will not require Beneficiary to pay any accelerated or future rents in curing such a payment default and will accept such payment as full satisfaction and cure of the outstanding default with respect to the payment of rent.

24.11 Recognition of Beneficiary. Upon any Foreclosure and resulting transfer of the leasehold interest, Landlord will recognize the Beneficiary, any affiliate or nominee or Beneficiary, or any other person, firm or corporation acquiring the leasehold interest as lessee under this Ground Lease pursuant to any foreclosure, deed or assignment in lieu of foreclosure, or similar transfer pursuant to any exercise of remedies under any Permitted Leasehold Deed of Trust (collectively, a "Purchaser"), on the same terms and provisions and with all of the rights and privileges of Tenant, provided such Purchaser agrees to assume and be bound by all of the terms, covenants and conditions of this Ground Lease pursuant to an assumption agreement as described above, and provided that Beneficiary or other Purchaser shall cure all defaults under this Ground Lease as required under the provisions of this Article, including those with regard to the payment of past due rentals, within the curative period provided in this Article. No consent or approval by Landlord shall be required in connection with the commencement or completion of any Foreclosure or any assignment or transfer of Tenant's rights under this Ground Lease in connection with any such Foreclosure.

24.12 Attornment. In the event that any Purchaser shall acquire the rights of Tenant, such Purchaser will attorn to Landlord, and Landlord will recognize Purchaser as the lessee under this Ground Lease. The Purchaser shall thereupon be deemed to have assumed all of the obligations of the Tenant to Landlord under this Ground Lease, and provided that the Purchaser shall not be deemed to have assumed any responsibility or liability for any unsatisfied indemnification obligations of Tenant under this Ground Lease, nor any responsibility or liability to any third party for any liabilities

or obligations of the Tenant under this Ground Lease, arising prior to the Purchaser's acquisition of the leasehold interest.

24.13 Transfer Not a Default. In the event of the assignment or transfer of Tenant's leasehold interest pursuant to any Foreclosure, no such Foreclosure shall constitute a default by Tenant under this Ground Lease, and any purchaser of the leasehold interest shall be entitled to all the benefits of this Ground Lease. Landlord agrees to execute such documents as may be reasonably necessary to evidence such Purchaser's rights as lessee under this Ground Lease.

24.14 Assignments by Beneficiary. In the event that Beneficiary or any affiliate or nominee thereof shall acquire the leasehold interest pursuant to the Permitted Leasehold Deed of Trust and the provisions set forth above, Beneficiary or such affiliate or nominee shall be entitled to further assign the leasehold interest in connection with the sale and assignment of such interest and the Improvements, without the further consent or approval of the Landlord, provided, however, that such assignment shall be otherwise subject to the terms of this Ground Lease (or any replacement Ground Lease).

24.15 Beneficiary as Third Party Beneficiary. Each Beneficiary is an express third-party beneficiary of the provisions of this Article and shall be entitled to enforce the same directly against Landlord.

24.16 Bankruptcy of Landlord. In the event that the Landlord shall become subject to any bankruptcy or insolvency proceeding, any rights, elections, or actions available to Tenant therein shall be subject to the rights of Beneficiary under the Permitted Leasehold Deed of Trust to consent to, or to exercise on behalf of Tenant, such rights, elections, or actions. Without limiting the foregoing, no consent or acquiescence by Tenant to any rejection of this Ground Lease by Landlord or any successor or trustee in such proceeding shall be binding or effective without the prior, written consent thereto by each Beneficiary, and the rights, liens, and claims of Beneficiary shall extend to, encumber, and include all rights to damages for any such rejection and all rights to continued possession of the Premises.

24.17 Liability of Beneficiary. In no event shall Beneficiary have or be deemed to assume any personal liability under this Ground Lease or any personal liability for performance of any of Tenant's obligations under this Lease, it being agreed that (i) Beneficiary's commencement of any Foreclosure or any efforts to cure any default under this Ground Lease shall be for its own protection and shall not by itself constitute an assumption of the Lease nor obligate Beneficiary to complete any such proceedings or cure, (ii) upon completion of any Foreclosure, the liability of Beneficiary under any assumption of this Ground Lease shall be limited to its investment in the leasehold interest and Improvements, and (iii) in the event Beneficiary or any affiliate or nominee thereof shall have acquired the leasehold interest, upon any subsequent assignment of this Ground Lease, Beneficiary or such any affiliate or nominee shall be released from any further liability under this Ground Lease accruing after the date of such assignment.

24.18 Rights As Among Beneficiaries. In any case in which there shall be more than one Permitted Leasehold Deed of Trust, each Beneficiary shall be entitled to the benefit of the provisions of this Article; provided, that (i) any actions or elections permitted to be taken or made hereunder

shall be determined and exercised by the Beneficiary whose Permitted Leasehold Deed of Trust is most senior in priority (unless otherwise directed in writing by such senior Beneficiary), and (ii) the time periods in this Article for any action or response by a Beneficiary shall run concurrently for all Beneficiaries.

ARTICLE 25

CERTAIN LANDLORD REPRESENTATIONS, WARRANTIES AND COVENANTS

25.1 Landlord Representations. Landlord hereby represents and warrants that (i) Landlord is not aware of any violation of zoning ordinances, Environmental Law, or other state, federal or local governmental or regulatory laws, ordinances, regulation, orders or requirements affecting the Premises as of the Effective Date; (ii) Landlord has not caused or permitted any discharge, release or disposal of Hazardous Substances on or from the Premises in violation of any applicable Environmental Law which has not been remediated or otherwise corrected, (iii) Landlord is not aware of any use restrictions encumbering the Premises that would prohibit the intended development or use of the Premises or the Parcel Creation; (iv) there are not now, and there have never been, Hazardous Substances stored in the Storage Tanks (defined in Section 25.3 below); (v) other than with respect to the Storage Tanks, which are the subject of the representation and warranty in clause (iv) above, Landlord is not aware of any Hazardous Substances existing on, under or about the Premises (provided, however, Landlord has not done any investigation or evaluation with respect to the presence of such Hazardous Substances); and (vi) that all leases, licenses, occupancy agreements, and other rights of possession affecting the Premises have been fully terminated prior to the Effective Date and are of no further force or effect, and that no tenant or occupant has any right to possession or occupancy of the Premises as of the Effective Date, except for the Parcel 7 Lease, which shall be terminated in accordance with the Parcel 7 Obligations.

25.2 Landlord's Obligation to Remediate. Tenant shall have no obligation or liability whatsoever with respect to any pre-existing conditions or Hazardous Substances existing at, on or under the Premises as of the Effective Date, and Landlord shall, at its sole cost and expense, cause the remediation thereof with all reasonable dispatch. Notwithstanding the foregoing, if Landlord fails to commence or diligently pursue such remediation, Tenant may, upon not less than ten (10) days' prior written notice to Landlord (which notice shall describe in reasonable detail the condition to be remediated and the proposed scope of remediation), undertake such remediation on Landlord's behalf, in which event Landlord shall promptly reimburse Tenant for all reasonable out-of-pocket costs and expenses incurred in connection therewith, including, without limitation, reasonable consultants' and attorneys' fees. Tenant shall be responsible for any conditions affecting the Premises to the extent caused by Tenant, the Facility Lessee, or any permitted sublessee of Tenant during the Term. The parties shall reasonably cooperate with one another in connection with any applications, claims, audits, or reimbursement requests submitted to the Nevada Underground Storage Tanks Fund (or any successor program) relating to the investigation, remediation, or closure of any underground storage tanks at or affecting the Premises, including, without limitation, the timely execution of documents, provision of information reasonably requested by the administering agency, and coordination of communications with such agency. Any reimbursements actually received from the Nevada Underground Storage Tanks Fund shall be applied in accordance with this Lease to reimburse

the party that incurred the applicable out-of-pocket costs and expenses, to the extent of such costs and expenses.

25.3 Storage Buildings and Tanks. On or before June 30, 2026, Landlord shall (i) discontinue, or cause to be discontinued, all utilities servicing the three-door storage building located along the western boundary of the Premises immediately adjacent to Record Street (the "Storage Building") and the two above ground vertical storage tanks adjacent thereto (the "Storage Tanks"), (ii) remove all personal property contained in the Storage Building, (iii) empty, or cause to be emptied, the Storage Tanks, and (iv) deliver to Tenant written certification that Landlord has performed its obligations pursuant to clauses (i), (ii) and (iii) and that the Storage Building and Storage Tanks have been cleared and made available to be demolished/removed by Tenant. Subject to the provisions of Section 25.1, Section 25.2 and Section 12.1, Tenant shall perform such removal at Tenant's cost and expense.

ARTICLE 26 MISCELLANEOUS

26.1 No Waiver of Rights by Landlord. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant with its undertakings, duties and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof shall constitute a waiver of Landlord's right to demand exact compliance with the provisions contained in this Ground Lease.

26.2 Rights are Cumulative. All rights, powers, and privileges conferred herein upon either party hereto shall be cumulative.

26.3 Provisions are Binding Upon Assigns and are Real Covenants. Each of the provisions of this Ground Lease shall apply to, extend to, be binding upon and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and permitted assigns of Landlord and Tenant hereto, and shall be deemed and treated as real covenants running with the Premises during the Term. Whenever a reference to a party hereto is made, such reference shall be deemed to include the legal representatives, successors and permitted assigns of said party, the same as if in each case expressed.

26.4 Applicable Law and Venue. This Ground Lease, and all matters arising out of or relating to this Ground Lease shall be governed, construed, performed and enforced in accordance with the Applicable Law of the State of Nevada (excluding principles of conflict of law). The exclusive venue for any and all disputes arising out of or in any way related to this Ground Lease shall be the state or federal courts located in Washoe County, Reno, Nevada.

26.5 All Genders and Numbers Included. Whenever the singular or plural number, or masculine, feminine, or neuter gender is used in this Ground Lease, it shall equally apply to, extend to, and include the other.

26.6 Invalidity of Provision or Part Thereof. In the event any provision, or any portion of any provision of this Ground Lease is held invalid, the other provisions of this Ground Lease and the

remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

26.7 Time is of the Essence. All time limits stated in this Ground Lease are of the essence of this Ground Lease.

26.8 Section Captions are to be Disregarded. The captions of the numbered sections of this Ground Lease are for purposes of identification and convenience only and are to be completely disregarded in construing this Ground Lease.

26.9 Entire Agreement Contained Herein. The making, execution and delivery of this Ground Lease has not been induced by any representations, statements, covenants or warranties not set forth in this Ground Lease. This Ground Lease constitute the full, complete and entire agreement between and among the parties hereto; no agent, employee, officer, representative or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, adding to or changing the provisions of this Ground Lease. No amendment of this Ground Lease shall be binding unless such amendment shall be in writing and signed by both parties hereto.

26.10 No Partnership or Agency. Nothing in this Ground Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Ground Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided herein.

26.11 Limitation of Liability. It is expressly understood and agreed that notwithstanding anything in this Ground Lease to the contrary, the liability of Tenant hereunder (including, but not limited to its indemnity obligations) and any recourse by Landlord against Tenant (including, but not limited to its indemnity obligations) shall be limited to the leasehold interest of Tenant in the Premises.

26.12 Waiver of Consequential Damages. Except with respect to either party's indemnification obligations under Article 12, to the maximum extent permitted by Applicable Law, Landlord and Tenant each waive all claims against each other, and in no event will either party be liable or responsible to the other party, for any type of incidental, punitive, special, indirect, or consequential damages, including but not limited to, lost revenue or lost profits, even if advised of the possibility of such damages, arising under theory of contract, tort (including negligence), strict liability or otherwise. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Ground Lease in accordance with its terms.

26.13 Recordation of Memorandum of Lease. Landlord and Tenant agree that, concurrently herewith, the parties shall execute, acknowledge and deliver, in recordable form, a memorandum of lease setting forth the basic terms hereof, and that said memorandum of lease shall be recorded by Tenant, at Tenant's expense, in the appropriate records of Washoe County, Nevada.

26.14 Counterparts. This Ground Lease may be executed in two or more counterparts, each of which shall be deemed original and all of which, when taken together, shall constitute one in the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Preservation of Tax Status of Bonds. Landlord and Tenant each agree to not take any action with respect to the Premises that would adversely affect the exclusion of the interest payable on Bonds issued pursuant to the Indenture as Federally tax-exempt bonds from gross income for Federal income tax purposes.

26.15 Submission of Lease. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

26.16 Brokers. The parties to this Ground Lease warrant to each other that neither party dealt with any brokers or finders in connection with the consummation of this Ground Lease. In the event any broker, agent or finder makes a claim, the party through whom such claim is made shall be solely responsible for any and all claims or liabilities for brokerage commissions or finder's fees arising out of that party's acts in connection with this Ground Lease to anyone.

26.17 Incorporation. The Exhibits attached hereto are hereby incorporated by this reference into this Ground Lease.

26.18 Authority. Each individual executing this Ground Lease on behalf of his or her respective party represents and warrants that he or she is duly authorized to execute and deliver this Ground Lease on behalf of said entity in accordance with the governing documents of such entity, and, subject to the condition precedent in Section 26.25 below, that upon full execution and delivery this Ground Lease is binding upon said entity in accordance with its terms.

26.19 Drafting. In the event of a dispute between any of the parties hereto over the meaning of this Ground Lease, both parties shall be deemed to have been the drafter hereof, and any Applicable Law that states that contracts are construed against the drafter shall not apply.

26.20 No Third Party Beneficiaries. Except as otherwise expressly stated herein, nothing in this Ground Lease is intended or shall be construed to confer upon any person other than the Trustee, the Issuer, and the parties hereto any legal or equitable rights or remedies under or by reason of this Ground Lease or any provision contained herein.

26.21 No Merger. If under any circumstances both Landlord's and Tenant's estates in the Premises, or any portions thereof, become vested in the same owner, this Ground Lease nevertheless shall not be extinguished by application of the doctrine of merger except until the principal of and premium, if any, and interest on the Bonds has been paid or is deemed paid within the meaning of the Indenture.

26.22 Reasonable Expenditures. Any expenditure by a party permitted or required under this Ground Lease, for which such party is entitled to demand and does demand reimbursement from the other party, shall be limited to the fair market value of the goods and services involved, shall be reasonably incurred, and shall be substantiated by documentary evidence.

26.23 Survival. All representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Ground Lease which are either expressed as surviving the expiration or earlier termination of this Ground Lease or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Ground Lease, shall survive the termination or expiration of this Ground Lease for a period of twelve (12) months.

26.24 Reservation. Nothing contained in this Ground Lease shall be construed to waive or limit University's right to assert the defense of sovereign immunity, which defense is hereby expressly reserved, nor to waive or limit the protections afforded to University under NRS §41.0305 to 41.039, provided that, in no event shall such defense of sovereign immunity act to limit claims or coverage under insurance policies carried by Landlord.

26.25 Approvals Contingency. Effectiveness of this Ground Lease is contingent upon the final review and approval of (i) the Board of Regents of the Nevada System of Higher Education, at a regularly scheduled meeting thereof, and (ii) the Board of Governors of the Facility Lessee and the Board of Trustees of the Institute. If such approvals are not granted, this Ground Lease shall be deemed null and void without the necessity of further documentation and shall be deemed to be of no binding effect whatsoever.

[Remainder of page intentionally left blank. Signatures on the following page.]

WHEREFORE, the parties have executed this Ground Lease to be made effective as of the date first above written.

LANDLORD	TENANT
<p>BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO,</p> <p>Recommended by:</p> <p>_____</p> <p>Name: Brian Sandoval Title: President, University of Nevada, Reno</p> <p>Date: _____</p> <p>Approved by:</p> <p>_____</p> <p>Name Matt McNair Title: Chancellor, Nevada System of Higher Education</p> <p>Date: _____</p>	<p>CORELINK-DA HOLDINGS LLC, a Nevada limited liability company</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p>

EXHIBIT A

Legal Description of Property

The Land referred to herein below is situated in the County of Washoe, State of Nevada, and is described as follows:

Parcel 1:

All that certain real property situate in the City of Reno, County of Washoe, State of Nevada, being a portion of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); a portion of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) ; and a portion of the Southeast Quarter (SE 1/4) of Section 2, Township 19 North, Range 19 East, M.D.B.&M., more particularly described as follows:

All that portion of real property commonly known as the university Of Nevada, Lying East of the East line of North Virginia Street as it exists today, North of the North line of Ninth Street as it exists today, Northwest and West of the Northwest and West line of Evans Avenue as it exists today, and South of the North boundary line described in a Deed recorded on April 13, 1966 in Book 168, Page 348 as Document No. 57839, Official Records.

EXCEPTING THEREFROM all that portion of the Southwest corner of said land as conveyed to the City of Reno in a deed of dedication recorded June 13, 1979, as Document No. 611216, Official Records.

FURTHER EXCEPTING THEREFROM Lot A and Lots 1 through 16, in Block J, inclusive, of UNIVERSITY HEIGHTS, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada on July 2, 1907, including that portion lying West of the West lot line of Lot 14 described above and East of the East bank of the Orr ditch.

FURTHER EXCEPTING THEREFROM that portion of real property described in a deed recorded October 3, 1975, in Book 922, Page 296, as Document No. 380786, Official Records.

FURTHER EXCEPTING THEREFROM that portion conveyed to the regional transportation commission of Washoe County by Grant, bargain and sale deed recorded February 28, 2000, as Document No. 5005281, Official Records.

Parcel 2:

Lots 2 and 3 in Block "J" of UNIVERSITY HEIGHTS, Reno, Washoe County, Nevada, according to the official map thereof, filed in the Office of the County Recorder, Washoe County, State of Nevada, on July 2, 1907, as Tract Map No. 134.

Parcel 3:

Lot 1 in Block "J" of UNIVERSITY HEIGHTS, Reno, Washoe County, Nevada, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on July 2, 1907, as Tract Map No. 134.

Parcel 4:

Lot A in Block "J" of UNIVERSITY HEIGHTS, Reno, Washoe County, Nevada, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on July 2, 1907, as Tract Map No. 134.

Parcel 5:

A certain parcel of strip of land which lies and is within the Southeast Quarter (SE 1/4) of Section 2, Township 19 North, Range 19 East, M.D.B.&M., more fully described as follows:

Commencing at the South quarter corner of Section 2, Township 19 North, Range 19 East, M.D.B.&M.;

Thence running North 23°50' East, 698.9 feet;

Thence North 76°12' East 1059.7 feet;

Thence North 62°48' East 148.3 feet;

Thence North 35°34' East, 377.9 feet along the Northwesterly side of Evans Avenue; to the Point of Beginning of the parcel of land to be hereinafter described, said Point of Beginning being about 135 feet along the Northwesterly side of Evans Avenue from the Evans Avenue Bridge over the Orr Ditch;

Thence from said Point of Beginning North 35°34' East 28.1 feet to the extreme East corner of that portion of the University of Nevada grounds lying along and adjacent to the Northwesterly side of Evans avenue;

Thence North 17°07' West 97 feet to the South bank of the Orr Ditch;

Thence South 68°28' West 33.53 feet;

Thence South 22°48' East 112.0 feet to the Point of Beginning.

Note: The above metes and bounds description appeared previously in that certain document recorded October 07, 1975, in Book 922, Page 296 as Instrument No. 380786 of Official Records.

Parcel 6:

Lots 4 in Block J, as shown on the map of UNIVERSITY HEIGHTS, filed in the office of the County Recorder of Washoe County, Nevada, on July 2, 1907, as Tract Map No. 134.

EXHIBIT B

Legal Description of Premises

Davidson Academy Site

LEGAL DESCRIPTION

Commencing at the NE Corner of Section 2, Township 19 North, Range 19 East, M. D. B. M.

; thence S.16°09'48"W., a distance of 3,775.68 feet to the N.E. Corner of Lot 4 (APN 007-081-03) As shown on Tract Map 134, Recorded July 2, 1907, As File Number 2091, Official Records Of Washoe County, Nevada to the POINT OF BEGINNING; thence S.24°54'58"E., a distance of 150.00 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S.67°08'45"W., a radial distance of 381.03 feet; thence Southerly along the arc, through a central angle of 07°31'07", a distance of 50.00 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S.74°39'25"W., a radial distance of 381.03 feet; thence Southerly along the arc, through a central angle of 20°16'12", a distance of 134.80 feet; thence along a line non-tangent to said curve, S.04°00'55"W., a distance of 8.02 feet to the point of curve of a non tangent curve to the right, of which the radius point lies N.84°55'46"W., a radial distance of 260.99 feet; thence Southerly along the arc, through a central angle of 29°38'13", a distance of 135.00 feet; thence along a line non-tangent to said curve, S.35°07'11"W., a distance of 3.76 feet; thence S.78°07'00"W., a distance of 23.55 feet; thence N.30°57'37"W., a distance of 96.11 feet; thence N.59°19'14"E., a distance of 16.31 feet; thence N.30°39'58"W., a distance of 18.80 feet; thence S.59°49'35"W., a distance of 3.58 feet; thence N.30°55'47"W., a distance of 109.04 feet; thence N.61°00'10"E., a distance of 8.96 feet; thence N.29°10'28"W., a distance of 4.72 feet; thence N.60°49'32"E., a distance of 12.11 feet; thence N.29°04'12"W., a distance of 31.99 feet; thence N.29°16'38"W., a distance of 77.45 feet; thence N.08°45'36"W., a distance of 20.71 feet; thence N.12°54'37"W., a distance of 47.88 feet; thence N.23°02'40"E., a distance of 27.06 feet; thence N.65°05'00"E., a distance of 136.93 feet to the POINT OF BEGINNING.
Containing 61,492.06 square feet or 1.4117 acres, more or less.

END OF DESCRIPTION.

EXHIBIT B-1

Depiction of Premises

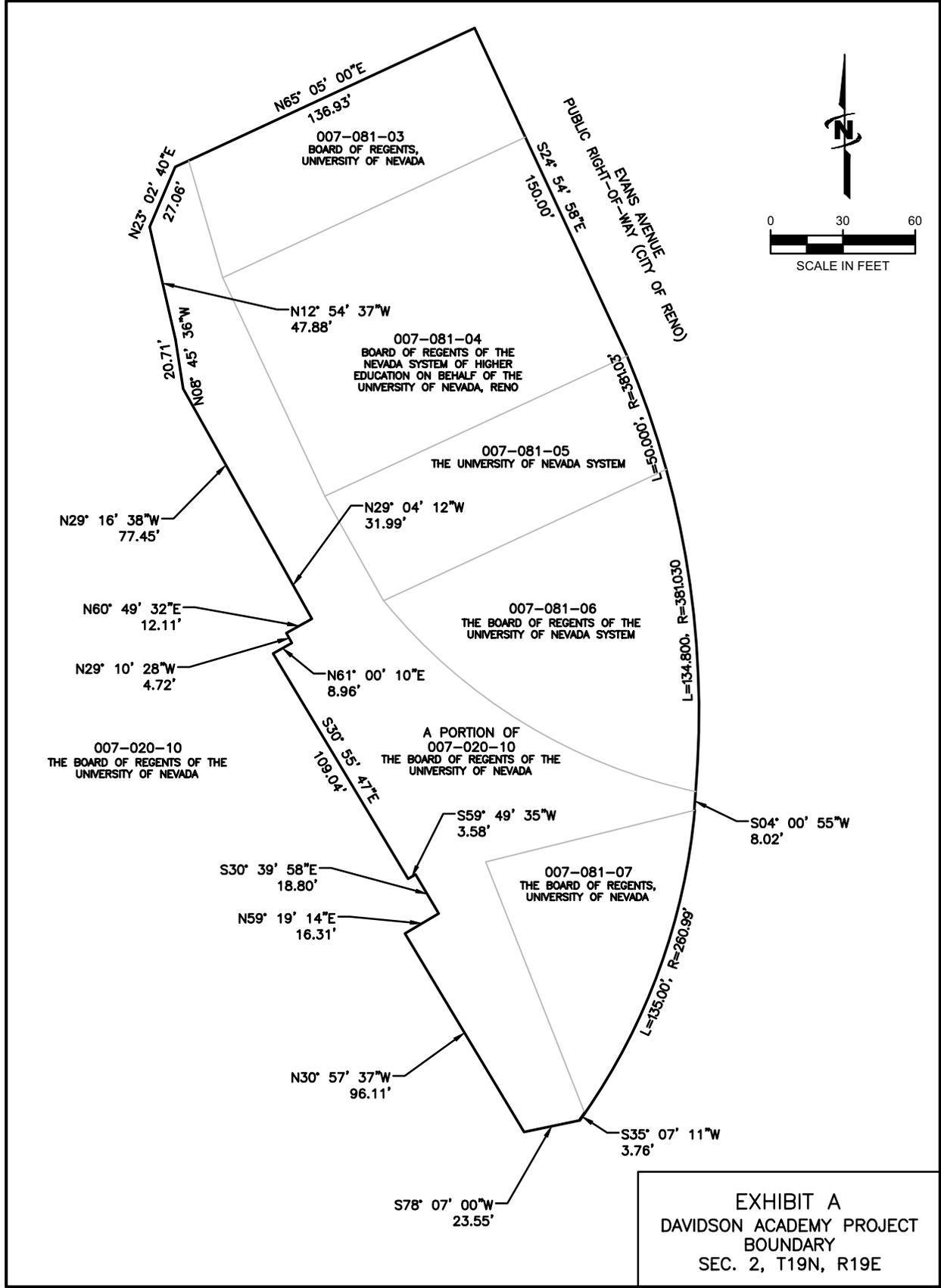


EXHIBIT C

Insurance Requirements

Phased Application

- A.0. Phased Application of Insurance Requirements. From the Effective Date of this Ground Lease, Tenant, at its sole cost and expense, shall maintain or cause to be maintained, against such risks as are customarily insured against with respect to facilities of like size and type in the State, the insurance coverages applicable to the phase of the Project, described as follows:
- A.0.1. Pre-Construction Period. The period commencing on the Effective Date of this Ground Lease and continuing until the commencement of any construction, demolition, site work, or other physical improvement activities on the Premises (other than inspections, testing, or due diligence activities).
 - A.0.2. Construction Period. The period commencing upon the start of any construction, demolition, site work, or other physical improvement activities on the Premises and continuing until substantial completion of the Improvements.
 - A.0.3. Operations Period. The period commencing upon substantial completion of the Improvements and continuing through the remainder of the Term.
 - A.0.4. Phase-Specific Requirements. The insurance coverages required during each phase are set forth below. To the extent a particular coverage is not expressly required during a given phase, Tenant shall have no obligation to maintain such coverage during that phase.
 - A.0.5. Continuation or Replacement Coverage. Upon the commencement of a subsequent phase, Tenant may either (i) continue in effect any insurance coverage required during the prior phase that remains applicable, modified to provide the coverage required by such subsequent phase or (ii) replace such coverage with the required insurance policies applicable to the subsequent phase. In no event shall there be any lapse or gap in required insurance coverage.
- A.1. Pre-Construction Period. During the Pre-Construction Period, Tenant shall, at its sole cost and expense, maintain a minimum of the following insurance coverages:
- A.1.1. Commercial General Liability.
 - A.1.1.1. Minimum limits required:
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
 - A.1.1.2. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

A.1.1.3. University shall be added as an additional insured by endorsement providing coverage on CG 2011 (Additional Insured – Managers or Lessors of Premises) on Tenant’s general liability policy.

A.1.2. Business Auto.

A.1.2.1. Only to the extent Tenant utilizes owned, hired, or non-owned vehicles in connection with activities on or relating to the Premises, Tenant’s insurance shall cover the Tenant for those sources of liability which would be covered by the latest occurrence form edition of the standard Business Auto Policy, including coverage for liability contractually assumed, as filed for use in the State of Nevada by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall be provided for owned, scheduled, non-owned, and hired automobiles with a combined single limit of not less than One Million U.S. Dollars (\$1,000,000.00) per occurrence.

A.2. Construction Period. During the Construction Period, Tenant shall, at its sole cost and expense, maintain, or cause to be maintained, the following insurance coverages, either directly or through an Owner Controlled Insurance Program (“OCIP”) or other consolidated insurance program acceptable to the University and consistent with the requirements of the construction contract and the Bond Documents:

A.2.1. Commercial General Liability Insurance. Commercial General Liability insurance, or equivalent liability coverage provided pursuant to an OCIP, written on an occurrence basis, with limits of not less than:

A.2.1.1. Minimum limits required:
\$2,000,000 Each Occurrence
\$4,000,000 General Aggregate

A.2.1.2. Such coverage shall include liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract. The Commercial General Liability insurance maintained by the General Contractor (or provided through an OCIP) shall name University and Tenant as additional insureds for liability arising out of the General Contractor’s ongoing and completed operations, by endorsement providing coverage equivalent to ISO forms CG 20 10 and CG 20 37 (or otherwise afforded equivalent status).

A.2.1.3. Nothing in this Section A.2.1 shall be deemed to require Tenant to insure the University for the University’s own negligence or operational activities, or for liabilities unrelated to the construction of the Improvements.

A.2.2. Umbrella. Tenant shall obtain and maintain, or cause to be maintained through an OCIP or contractor-provided coverage, umbrella or excess liability insurance with limits of not less than \$5,000,000 per occurrence, or such higher limits as required by the Construction Contract and Bond Documents.

- A.2.3. Property Insurance (Builder's Risk). Tenant shall obtain and maintain special perils property insurance policy (including builder's risk coverage), insuring loss or damage to the Improvements under construction. The amount of such insurance shall be equal to the full replacement costs of the Improvements less a reasonable deductible, as the same shall exist from time to time. Such policy shall insure against physical loss or damage, including fire and, as may be required by the Bond Documents, earthquake, and include coverage for any additional costs related to debris removal and related standard extra expenses. Tenant shall be solely responsible for the payment of any deductibles applicable to the property insurance policies required under this Ground Lease. Tenant and the General Contractor shall be named as insured, and the bond trustee as Loss Payee, if required by Bond Documents. The University shall be listed solely as an additional interest for notice purposes, without any right to receive or control insurance proceeds.
- A.2.4. Business Interruption. Tenant shall obtain and maintain a policy of business interruption insurance in minimum amounts typically carried by prudent tenants engaged in similar operations, but in no event shall be in an amount less than the annual Fixed Rent then in effect during any year during the Term.
- A.2.5. Workers' Compensation. Tenant shall maintain, or cause to be maintained, workers compensation insurance only if and to the extent required of Tenant by NRS §616B.627, or proof that compliance with the provisions of NRS Chapter 616A-D and all other related chapters, is not required. To the extent applicable, Tenant shall also maintain employer's liability insurance in an amount not less than One Million U.S. Dollars (\$1,000,000.00).
- A.2.6. Business Automobile Liability Insurance. Tenant shall maintain, or cause to be maintained, business automobile liability insurance only if and to the extent Tenant owns, leases, hires, or uses automobiles in connection with activities on the Premises. If required, such insurance shall cover liability which would be covered by the latest occurrence form edition of the standard Business Auto Policy, including coverage for liability contractually assumed, as filed for use in the State by the Insurance Services Office, without the attachment of restrictive endorsements, with a combined single limit of not less than One Million U.S. Dollars (\$1,000,000.00) per occurrence. Tenant shall have no obligation to maintain business automobile liability insurance solely due to the use of vehicles by Tenant's contractors or subcontractors, provided that such parties are required under their respective contracts to maintain automobile liability insurance in commercially reasonable amounts.
- A.3. Operations Period. During the Operations Period, Tenant shall, at its sole cost and expense, maintain or cause to be maintained the following insurance coverages and limits set forth below:
- A.3.1. Commercial General Liability.
- A.3.1.1. Minimum limits required:
\$2,000,000 Each Occurrence
\$4,000,000 General Aggregate

Such limits may be satisfied by a combination of primary Commercial General Liability insurance and one or more umbrella or excess liability policies.

- A.3.1.2. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract. University shall be added as an additional insured by endorsement providing coverage on CG 2011 (Additional Insured – Managers or Lessors of Premises).
- A.3.2. Property. Tenant shall obtain and maintain a special perils property insurance policy, insuring loss or damage to the Improvements. The amount of such insurance shall be equal to the full replacement costs of the Improvements less a reasonable deductible, as the same shall exist from time to time. Such policy shall insure against physical loss or damage, including fire and, as may be required by the Bond Documents, earthquake, and include coverage for any additional costs related to debris removal and related standard extra expenses.
- A.3.3. Workers Compensation. Tenant shall maintain, or cause to be maintained, workers compensation insurance if such insurance is required of Tenant by NRS §616B.627, or proof that compliance with the provisions of NRS Chapter 616A-D and all other related chapters, is not required. Tenant shall further obtain and maintain employer's liability insurance in an amount not less than One Million U.S. Dollars (\$1,000,000.00).
- A.3.4. Business Auto. Tenant shall maintain, or cause to be maintained, business automobile liability insurance only if and to the extent Tenant owns, leases, hires, or uses automobiles in connection with activities on the Premises. If required, such insurance shall cover liability which would be covered by the latest occurrence form edition of the standard Business Auto Policy, including coverage for liability contractually assumed, as filed for use in the State by the Insurance Services Office, without the attachment of restrictive endorsements, with a combined single limit of not less than One Million U.S. Dollars (\$1,000,000.00) per occurrence.
- A.3.5. Business Interruption. Tenant shall obtain and maintain, or cause to be obtained and maintained, a policy of business interruption insurance in minimum amounts typically carried by prudent tenants engaged in similar operations, but in no event shall be in an amount less than the annual Fixed Rent then in effect during any year during the Term.
- A.4. Waiver of Subrogation. All insurance policies obtained and maintained as required under this Section A (other than Business Auto) of this Exhibit C shall include a waiver of subrogation in favor of the University by endorsement, but only to the extent of losses covered by such insurance and arising from risks assumed by Tenant under this Ground Lease.
- A.5. Tenant's Insurance. Tenant's insurance hereunder shall be primary and non-contributory to any insurance carried by the University. Any additional insurance carried by University shall not reduce the insurance carried by Tenant, nor cause University to become a coinsurer under the insurance carried by Tenant under this Ground Lease.

- A.6. Deductibles and Self-Insured Retentions. Except as set forth above, Insurance maintained by Tenant shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the University. Such approval shall not relieve Tenant from the obligation to pay any deductible or self-insured retention.
- A.7. Approved Insurer. Each insurance policy shall be issued by insurance companies authorized to do business in the State or eligible surplus lines insurers acceptable to the State and having agents in the State upon whom service of process may be made.
- A.8. Evidence of Insurance. Tenant shall, upon written request of the University, provide to the University the Accord 25 Certificate of Insurance and Accord 27 Evidence of Property forms, or forms substantially similar, and upon request shall provide copies of the additional insured, waiver of subrogation, and primary and non-contributory endorsements as evidence the insurance policies and coverages required under this Exhibit C.
- A.9. Tenant shall require its contractors and subcontractors performing work on the Premises to maintain insurance consistent with this Exhibit C, or their equivalents, as applicable to their scope of work.

B Intentionally Omitted.

EXHIBIT D

Initial Construction Standards

Campus Architectural Context: The University of Nevada, Reno Main Campus reflects a layered architectural evolution. Early campus development emphasized Beaux-Arts and Classical traditions, characterized by ordered planning, masonry construction, and a cohesive campus form. Mid to late 20th century development, particularly within the southeastern Science and Engineering District, introduced Modernist academic architecture, exemplified by the Pennington Engineering Building, Davidson Mathematics & Science Center, and the Earthquake Engineering Laboratory. These facilities demonstrate clear massing, honest expression of structure and program, restrained material palettes, and proportionally balanced façades. Architectural compatibility at UNR is achieved through quality, proportion, durability, and contextual responsiveness across the campus's varied architectural character.

Following are the "Initial Construction Standards" referenced in Section 8.1 of the Ground Lease. In the event of any conflict, inconsistency, or ambiguity between the Initial Construction Standards and the other provisions of the Ground Lease, the other provisions of the Ground Lease shall control and prevail. The Initial Construction Standards are intended to be read and applied in a manner consistent with the other provisions of the Ground Lease and shall not expand, modify, or supersede any rights or obligations set forth therein.

1. Architectural Compatibility and Building Design

New buildings shall be designed to respect adjacent building scale, massing, and established campus patterns while contributing positively to the overall character of the University. Buildings shall employ durable, high-quality institutional materials on the building exteriors such as masonry, metal, and glass, or their functional equivalent, and shall incorporate articulated façades that avoid monolithic or blank wall expressions. Ground-level design should promote transparency and activity along pedestrian routes, clearly define primary building entrances, and strengthen the relationship between the campus and surrounding streets.

2. Streetscape and Public Realm

Proposed development shall contribute positively to the Evans Avenue streetscape and surrounding public realm, supporting a cohesive, safe, and pedestrian-oriented campus environment.

3. Signage and Building Identification

Exterior building identification signage shall comply with the University of Nevada, Reno Design & Construction Standards for Exterior Building Identification Signage (Design and Construction Standards Book dated 2025-10-31, Division 10).

4. Site Design Coordination with Facilities Services

The University's Facilities Services Department shall be afforded the opportunity to advise on exterior site design elements, including exterior features, utilities, and interface conditions affecting University property.

5. Construction Site Management and Logistics

Construction activities shall be conducted in a manner that maintains a clean, orderly, and secure site, with clear perimeter controls, coordinated logistics, and advance utility planning to minimize disruption and adverse visual impact to the campus.

6. Exterior Site Elements

Exterior lighting, fencing, exterior site furnishings, and similar exterior features shall be compatible with University standards and campus character in scale, material, finish, and appearance.

7. Landscaping Compatibility

Landscape design shall be compatible with the University's campus landscape character, plant palette intent, and overall aesthetic, while allowing flexibility in detailed design.

8. Parking and Traffic Coordination

All impacts to Record Street parking, circulation, and traffic flow shall be coordinated with the University, including construction-phase and long-term operational conditions affecting University parcels.

9. [Intentionally Omitted]

10. Design Review Coordination

The University shall be provided the opportunity to review conceptual and schematic design materials for consistency with these standards.

11. Long-Term Maintenance

Exterior building materials and site features shall be maintained in good condition throughout the term of the lease consistent with the condition of the neighboring buildings, reasonable wear and tear excepted.

12. Utilities and Easements

All utility connections, easements, and service routes shall be discussed with the University prior to installation.

Davidson Academy Board of Governors Resolutions
to Approve Jot Travis Lease Amendment
March 6, 2026

WHEREAS, the Davidson Academy (the “Academy”), an unincorporated division of the Davidson Institute for Talent Development, a Nevada not-for-profit corporation (the “Institute”), is currently located in the Jot Travis building on the University of Nevada, Reno campus pursuant to a Lease Agreement between the The Board of Regents of the Nevada System of Higher Education (the “Regents”), on behalf of the University of Nevada, Reno (the “University”), and the Academy dated as of December 20, 2007 (as previously amended, the “Jot Travis Lease”);

WHEREAS, the current term of the Jot Travis Lease expires on December 7, 2027, but the Academy has four options to extend the term, each for an additional five years, subject to the University’s right to terminate the Jot Travis Lease effective December 6, 2037 by giving the Academy three year’s prior notice;

WHEREAS, there has been presented to the Board of Governors (the “Board”) of the Academy a description of the proposed development of a new facility for the Academy on the University of Nevada, Reno campus (the “Project”);

WHEREAS, because the Project is not anticipated to be completed by December 2027, the Academy intends to exercise its first five-year option, which would extend the term of the Jot Travis Lease to December 6, 2032;

WHEREAS, if the Project is completed as currently anticipated, the Academy would vacate the Jot Travis building well before December 6, 2032;

WHEREAS, it is therefore in the Academy’s interest to permit the Academy to terminate the Jot Travis Lease early;

WHEREAS, there has been presented to and reviewed by the Board a copy of a Fourth Amended Lease Agreement (the “Jot Travis Lease Amendment”) between the University and the Institute on behalf of the Academy, which has also been presented to the Regents;

WHEREAS, the Jot Travis Lease Amendment provides that, if the Academy begins conducting classes in the new building subject to the Project, the Jot Travis Lease will terminate on the date that is the earlier of (i) the date specified in a notice from the Academy or (ii) the date that is 90 days after the Academy begins conducting classes in such new building, provided that the Academy may extend the termination date by up to an additional 90 days;

WHEREAS, the Jot Travis Lease Amendment provides that its effectiveness is contingent upon the final review and approval of the Jot Travis Lease Amendment by the Board, among others; and

WHEREAS, it is in the best interest of the Academy that the Jot Travis Lease Amendment be executed by the parties thereto and become effective;

NOW, THEREFORE, BE IT RESOLVED, that the Jot Travis Lease Amendment Lease is approved, with such changes thereto as may be approved by any officer of the Academy in such officer's reasonable discretion;

RESOLVED FURTHER, that the officers of the Academy be, and each of them hereby is, authorized to execute the Jot Travis Lease Amendment and any other related agreements, and to take all actions such officers deem necessary, advisable or appropriate to deliver such agreements and to perform the Academy's obligations thereunder;

RESOLVED FURTHER, that any actions taken by the officers of the Academy to carry out the purposes of the foregoing resolutions are hereby approved, ratified and confirmed; and

RESOLVED FURTHER, that the officers of the Academy be, and each of them hereby is, authorized, directed and empowered to execute any documents and to do or to cause to be done any and all other acts as such officers, in their reasonable discretion, may deem necessary, advisable or appropriate to carry out the purposes of the foregoing resolutions.

DRAFT

FOURTH AMENDED LEASE AGREEMENT

THIS FOURTH AMENDED LEASE AGREEMENT (this “Amended Lease”), is made effective as of the ____ day of _____, 2026 (the “Amendment Effective Date”) by and between The Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno (referred to herein as “NSHE,” “Lessor” and/or “Landlord,” as the context may indicate) and the Davidson Institute for Talent Development, a Nevada non-profit corporation, acting through its unincorporated division, THE DAVIDSON ACADEMY OF NEVADA, a university school for profoundly gifted pupils pursuant to NRS Chapter 388C (referred to herein as “Lessee” and/or “Tenant,” as the context may indicate). Lessor and Lessee may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Lessor and Lessee are party to that certain Lease Agreement dated December 20, 2007, as amended by that certain First Amended Lease Agreement dated December 6, 2024, that certain Second Amended Lease Agreement dated March 10, 2025, and that certain Third Amended Lease Agreement dated as of May 10, 2025 (the Lease Agreement, First Amended Lease Agreement, Second Amended Lease Agreement and Third Amended Lease Agreement, collectively, the “Lease”), pursuant to which Lessor has leased to Lessee, and Lessee has leased from Lessor, certain real property as more fully defined in the Lease. Unless otherwise defined in this Amended Lease, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Lease;

WHEREAS, Lessee operates the Davidson Academy (the “Academy”), a school for middle school and high school aged students, on the real property subject to the Lease;

WHEREAS, on or about the Amendment Effective Date, Lessor is entering into a Ground Lease (the “Ground Lease”) with CoreLink-DA Holdings LLC (“CoreLink”), which is affiliated with Lessee by virtue of certain governance agreements and Lessee’s representation on CoreLink’s Board of Managers. Pursuant to the Ground Lease, (i) Lessor will ground lease to CoreLink certain real property on the University of Nevada, Reno campus, (ii) Corelink will develop that real property for use by Lessee as the new location of the Academy, and (iii) Lessee will enter into a facility lease agreement or similar occupancy agreement with CoreLink (the “Facility Lease”), pursuant to which Lessee will occupy such improved real estate and operate the Academy thereon instead of on the real property subject to the Lease;

WHEREAS, Section 2(C) of the Lease sets forth the terms on which the Lease may be terminated; and

WHEREAS, the Parties now desire to amend certain termination provisions of the Lease to facilitate the transition of the Academy from the real property subject to the Lease to the real property subject to the Facility Lease.

NOW, THEREFORE, Lessor and Lessee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to modify and amend the Lease as follows:

1. TERM.

Section 2(C) of the Lease is hereby amended by inserting the following new paragraph immediately after the second sentence of Section 2(C):

“If Tenant begins conducting classes on the real property subject to the Facility Lease (as defined in that certain Ground Lease between Landlord and CoreLink-DA Holdings LLC dated _____, 2026), this lease shall terminate on the date (the “Termination Date”) that is the earlier of (i) the termination date specified in Tenant’s written notice to Landlord or (ii) the date ninety (90) days after Tenant began conducting classes on the real property subject to the Facility Lease; provided, Tenant may extend the Termination Date from time to time by up to an aggregate of an additional ninety (90) days upon at least thirty (30) days’ prior written notice to Landlord for each such extension.”

2. CONTINGENCIES

Effectiveness of this Amended Lease is contingent upon approval by (a) the Board of Governors of the Davidson Academy and (b) the Board of Regents of the Nevada System of Higher Education, each in its sole and absolute discretion. If either the Board of Governors of the Davidson Academy or the Board of Regents of the Nevada System of Higher Education, in their respective sole and absolute discretion, do not approve the terms hereof, this Amended Lease shall be deemed null and void without the necessity of further documentation and shall be deemed to be of no binding effect whatsoever.

3. REAFFIRMATION

The Parties agree that except as amended herein, the Lease has not been modified or amended in any other regard, and the Lease and all other terms contained therein shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year written below.

Lessor:

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO

Lessee:

THE DAVIDSON INSTITUTE FOR TALENT DEVELOPMENT, A NEVADA NON-PROFIT CORPORATION

Recommended by:

Brian Sandoval, President
University of Nevada, Reno

Date

Approved by:

Matt McNair, Chancellor
Nevada System of Higher Education

Date

By: _____

Printed Name: _____

Title: _____

Date: _____

Davidson Academy Board of Governors Resolutions
to Approve 2005 Agreement Amendment
March 6, 2026

WHEREAS, the Davidson Institute for Talent Development, a Nevada not-for-profit corporation (the “Institute”), on behalf of its unincorporated division, the Davidson Academy (the “Academy”), and The Board of Regents of the Nevada System of Higher Education (the “Regents”), on behalf of the University of Nevada, Reno (the “University”), are parties to an Agreement Regarding the Davidson Academy of Nevada dated as of November 11, 2005 (the “2005 Agreement”);

WHEREAS, the University and the Academy are also parties to a Lease Agreement dated as of December 20, 2027 (as previously amended, the “Jot Travis Lease”), pursuant to which the Academy is currently located in the Jot Travis building on the University of Nevada, Reno campus;

WHEREAS, there has been presented to the Board of Governors (the “Board”) of the Academy a description of the proposed development of a new facility for the Academy on the campus of the University of Nevada, Reno (the “Project”);

WHEREAS, the proposed Project involves execution of (i) a Ground Lease (the “Ground Lease”) by and between the University, as ground lessor, and CoreLink-DA Holdings, LLC, a Nevada limited liability company to be organized under the laws of the State of Nevada (the “Project Entity”), as ground lessee, and (ii) an occupancy agreement between the Project Entity, as landlord, and the Academy, as tenant (the “Facility Lease”);

WHEREAS, the Project Entity will be a single purpose entity affiliated with the Academy by virtue of certain governance agreements and the Academy’s representation on the Project Entity’s Board of Managers;

WHEREAS, certain provisions of the 2005 Agreement are inconsistent with the terms of the Ground Lease, the Facility Lease, and the current Jot Travis Lease;

WHEREAS, there has been presented to and reviewed by the Board a copy of an Amendment (the “2005 Agreement Amendment”) between the University and the Institute on behalf of the Academy, which has also been presented to the Regents;

WHEREAS, the 2005 Agreement Amendment resolves certain discrepancies between the 2005 Agreement on the one hand and the Ground Lease, the Facility Lease, and the Jot Travis Lease, on the other hand, by amending provisions in the 2005 Agreement relating to the location of the Academy on the University of Nevada, Reno campus, the term of the 2005 Agreement, and expenditures by the University;

WHEREAS, the 2005 Agreement Amendment provides that its effectiveness is contingent upon the final review and approval of the 2005 Agreement Amendment by the Board

of Trustees of the Institute, among others, but it is appropriate for this Board also to review and approve the 2005 Agreement Amendment;

WHEREAS, it is in the best interest of the Academy that the 2005 Agreement Amendment be executed by the parties thereto and become effective;

NOW, THEREFORE, BE IT RESOLVED, that the 2005 Agreement Amendment is approved, with such changes thereto as may be approved by any officer of the Academy in such officer's reasonable discretion;

RESOLVED FURTHER, that the officers of the Academy be, and each of them hereby is, authorized to execute the 2005 Agreement Amendment and any other related agreements, and to take all actions such officers deem necessary, advisable or appropriate to deliver such agreements and to perform the Academy's obligations thereunder;

RESOLVED FURTHER, that any actions taken by the officers of the Academy to carry out the purposes of the foregoing resolutions are hereby approved, ratified and confirmed; and

RESOLVED FURTHER, that the officers of the Academy be, and each of them hereby is, authorized, directed and empowered to execute any documents and to do or to cause to be done any and all other acts as such officers, in their reasonable discretion, may deem necessary, advisable or appropriate to carry out the purposes of the foregoing resolutions.

DRAFT

AMENDMENT

THIS AMENDMENT (this “Amendment”), is made effective as of _____, 2026 (the “Amendment Effective Date”) by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno (referred to herein as the “University”) and the Davidson Institute for Talent Development, a Nevada non-profit corporation (the “Institute”), on behalf of its division, the Davidson Academy. The University and the Institute may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Institute operates the Davidson Academy (the “Academy”), a school for profoundly gifted middle school and high school aged students, on the University campus;

WHEREAS, the University and the Institute are parties to that certain Agreement Regarding The Davidson Academy of Nevada dated November 11, 2005 (as amended, the “Academy Agreement”), setting forth the terms and conditions upon which the Institute and the University would work together with respect to the Academy and upon which the University agreed to provide premises on the University campus and services, rights and privileges to the Institute and the Students (as defined in the Academy Agreement);

WHEREAS, the University and the Institute are also parties to that certain Lease Agreement dated December 20, 2007 (as amended, the “Jot Travis Lease”), pursuant to which the University is currently leasing to the Institute, and the Institute is currently leasing from the University, certain improved real property on the University campus as more fully defined in the Jot Travis Lease, and on which real property the Institute is operating the Academy;

WHEREAS, on or about the Amendment Effective Date, the University is entering into a Ground Lease (the “Ground Lease”) with CoreLink-DA Holdings LLC (“Tenant”), which is affiliated with the Institute by virtue of certain governance agreements and the Institute’s representation on Tenant’s Board of Managers. Pursuant to the Ground Lease, (i) the University will ground lease to Tenant certain real property on the University campus, (ii) Tenant will develop that real property for use by the Institute as the new location of the Academy, and (iii) Tenant will enter into a facility lease agreement or similar occupancy agreement with the Institute (the “Facility Lease”), pursuant to which the Institute will occupy such improved real estate and operate the Academy thereon instead of on the real property subject to the Jot Travis Lease;

WHEREAS, certain provisions of the Jot Travis Lease relating to the premises currently leased to the Institute are inconsistent with the Academy Agreement;

WHEREAS, certain provisions of the Ground Lease relating to the premises to be leased to the Institute pursuant to the Facility Lease are also inconsistent with the Academy Agreement; and

WHEREAS, the Parties desire to amend certain provisions of the Academy Agreement to eliminate such inconsistencies.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements that follow, the Parties hereby agree as follows:

1. Location on Reno Campus. Section 1 of the Academy Agreement is hereby amended and restated in its entirety to read as follows:

The Academy shall be located on the University of Nevada, Reno campus (the “Campus”).

2. Term and Termination.

a. Section 2(a) of the Academy Agreement is hereby amended and restated in its entirety to read as follows:

Term. This Agreement shall commence on the date it is fully executed. This Agreement shall terminate concurrently with the expiration of that certain Lease Agreement between the University and the Academy dated December 20, 2007 (as amended, the “Jot Travis Lease”) or the earlier termination of the Jot Travis Lease pursuant to its terms. Notwithstanding the foregoing, if the Academy begins conducting classes on the real property subject to the Facility Lease (as defined in that certain Ground Lease between the University and CoreLink-DA Holdings LLC dated on or about _____, 2026) (the “Ground Lease”), this Agreement shall instead terminate on the date that is the later of (i) the date the Facility Lease expires or is terminated pursuant to its terms or (ii) the date the Institute ceases to operate the Academy on the real property subject to the Ground Lease.

b. Section 2(c) of the Academy Agreement is hereby amended and restated in its entirety to read as follows:

Intentionally Omitted.

c. Section 2.d of the Academy Agreement is hereby amended and restated in its entirety to read as follows:

No Termination for Breach. Each party hereby expressly waives its right to terminate this Agreement for breach by the other party, but each party retains all other remedies available at law or in equity in connection with a breach by the other party.

3. Operating Plans and Budget. Section 4 of the Academy Agreement is hereby amended by adding the following sentence to the end thereof:

Notwithstanding the foregoing, and subject to the terms of the Jot Travis Lease or Ground Lease, as applicable, (i) the University shall be deemed to have approved

any expenditures required by the terms of the Jot Travis Lease and the Ground Lease, respectively, and (ii) the University shall provide the resources required to perform its obligations thereunder.

4. Facilities. Section 5 of the Academy Agreement is hereby amended and restated in its entirety to read as follows:

Facilities. The facilities of the Academy shall be located on the real property leased pursuant to, and shall be subject to all the terms of, (i) the Jot Travis Lease during the term of the Jot Travis Lease, and (ii) if the Academy begins conducting classes on the real property subject to the Facility Lease, the Facility Lease during the term of the Facility Lease.

5. Remedies Cumulative. Section 17.15 of the Academy Agreement is hereby amended and restated in its entirety to read as follows:

Remedies Cumulative. Except for any remedies that are expressly waived in this Agreement, the remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

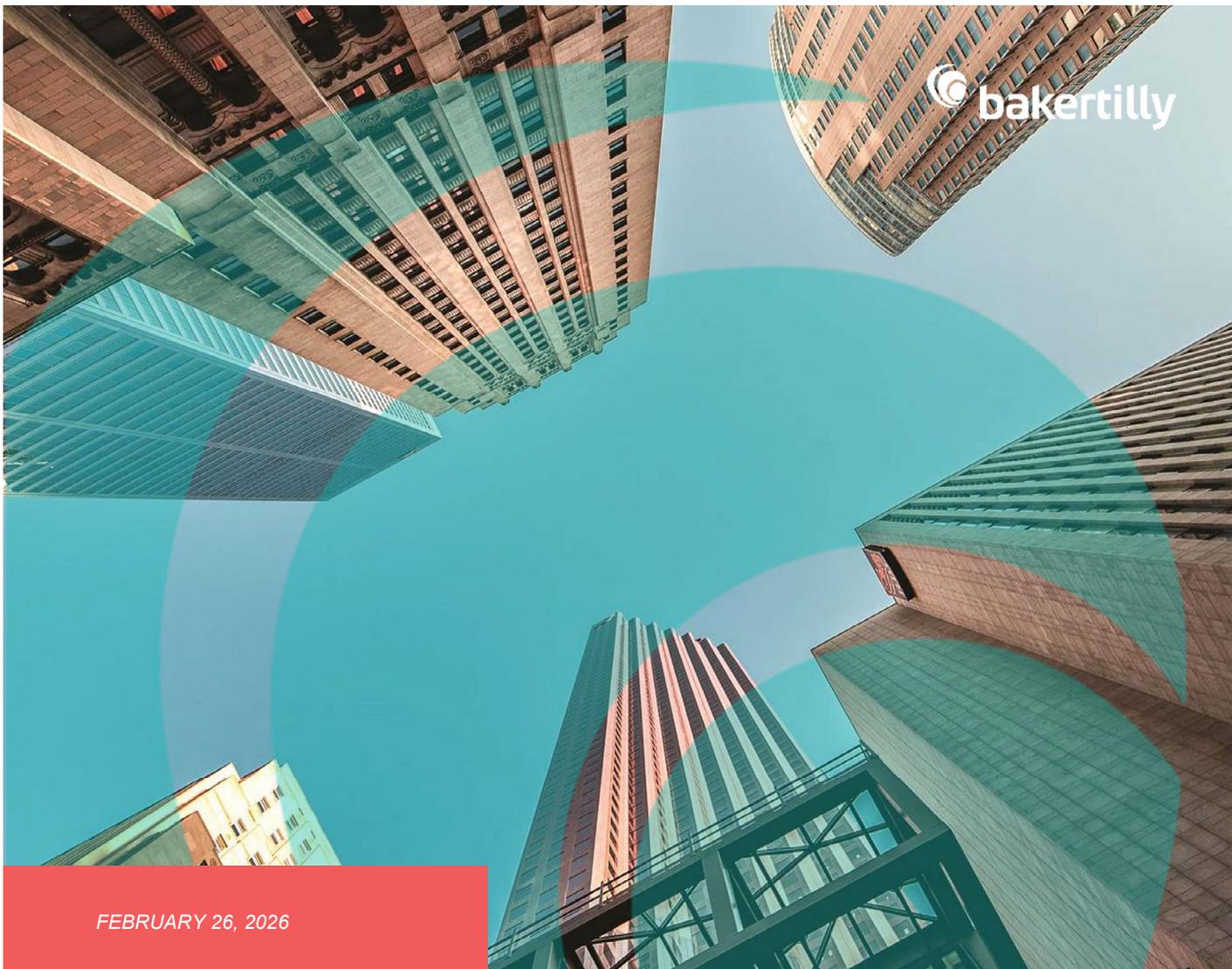
6. Contingencies. Effectiveness of this Amendment Lease is contingent upon approval by (a) the Board of Regents of the Nevada System of Higher Education and (b) the Board of Trustees of the Institute, each in its sole and absolute discretion. If either the Board of Regents or the Board of Trustees, each in its sole and absolute discretion, does not approve the terms hereof, this Amendment shall be deemed null and void without the necessity of further documentation and shall be deemed to be of no binding effect whatsoever.

7. Reaffirmation. The Parties agree that except as amended herein, the Academy Agreement has not been modified or amended in any other regard, and the Academy Agreement and all other terms contained therein shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year written below.

<p>University:</p> <p>BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO</p> <p>Recommended by:</p> <p>_____</p> <p>Brian Sandoval, President University of Nevada, Reno</p> <p>_____</p> <p>Date</p> <p>Approved by:</p> <p>_____</p> <p>Matt McNair, Chancellor Nevada System of Higher Education</p> <p>_____</p> <p>Date</p>	<p>Academy:</p> <p>THE DAVIDSON INSTITUTE FOR TALENT DEVELOPMENT, A NEVADA NON-PROFIT CORPORATION, ON BEHALF OF ITS DIVISION, THE DAVIDSON ACADEMY</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---



FEBRUARY 26, 2026

The Davidson Academy of Nevada

PROPOSAL FOR AUDIT SERVICES

Matt Parsons, Principal

Baker Tilly
www.bakertilly.com



Dear Governing Board Members:

Thank you for the opportunity to present this proposal to The Davidson Academy of Nevada (the Academy) for audit services. We appreciate the time management took to share with us about the Academy's recent operational updates and to answer our questions regarding the scope of services being sought. At Baker Tilly, we offer more than traditional accounting—we bring insight, innovation, and a deep understanding of mission-driven organizations. The clients we serve are forward-thinking and purpose-led, and our role is to help them uncover opportunities, overcome challenges, and realize their full potential.

We are enthusiastic about the prospect of working with the Academy and contributing to your continued success. Not-for-profit organizations represent a significant and valued segment of our practice, and we take pride in delivering tailored solutions that reflect the unique needs of this sector.

The following key considerations highlight how Baker Tilly is well-positioned to support your goals.

***Governing Board of
Directors***

**The Davidson Academy
of Nevada**
1670 N. Virginia Street, 2nd
Floor
Reno, Nevada 89503

- **Industry experience and local presence.** Baker Tilly is the business advisor of choice for more than 3,700 not-for-profit and government clients. Our team currently serves several public and private schools. This experience goes beyond accounting to helping those entities with their complex business and tax issues.
- **Engagement professionals.** Our people are our most important asset, and they're intensely trained to be specialized industry advisors to our clients. One of our firm's service hallmarks is the high level of principal and senior manager time we build into our engagements. From senior principals to staff, we're invested in supporting your success, listening to your needs, and understanding how you run your organization.
- **Superior client service.** You'll get close attention from an industry-focused team that's consistent from year to year, and a firm that cares about your organization. Whether it's a phone call for advice or an in-person meeting, we're committed to going beyond the task at hand to help you prepare for the future. Your dedicated team understands the issues you face and will remain actively involved with the Academy throughout our working relationship.
- **One-firm approach.** Part of the value of engaging Baker Tilly is that we understand your needs aren't limited to any one service. You need an agile firm that can anticipate your needs, answer questions as they arise, and offer value beyond that of a traditional accounting firm. We can help. We'll bring the Academy unique specialists in the industry to give you the resources you need for all of your services under one umbrella.

**Governing Board of
Directors**

**The Davidson Academy
of Nevada**
1670 N. Virginia Street, 2nd
Floor
Reno, Nevada 89503

- **Fresh perspective.** We'll provide the Academy with a new perspective. We often find that when we're appointed as auditors, we can identify risks and value-added solutions that may not have been previously identified. Your proposed engagement team will bring a fresh set of eyes, suggest innovative solutions to potential issues, and guide you through the challenges that may arise as you continue to grow.

The Academy is a key client for us. At Baker Tilly, we prioritize being a trusted advisor, providing insight and measurable value. We welcome the opportunity to discuss this proposal and show how our team can support your mission with dedication and expertise. Choose us for your organization's success. We look forward to collaborating.

Sincerely,



Matt Parsons, CPA
Principal
(949) 221-4093
matt.parsons@bakertilly.com

Contents

Firm qualifications and experience	1
Guiding you with our resources, reputation, and reach	1
Our recent combination	1
Education practice	3
Peer review	4
Service approach and methodology	7
Transitioning to Baker Tilly	7
Detailed audit approach	8
Timeline	13
Meet the team	14
Open, timely, and effective communication	15
Value for fees	16
Looking ahead	19
Guiding your journey towards future growth and success	19

Firm qualifications and experience

This is more than a proposal. It's a promise. To serve as your sounding board, your navigator and your second set of eyes on the horizon.

Guiding you with our resources, reputation, and reach

At Baker Tilly, we bring a legacy and commitment to helping our clients embrace what's next.

With more than 11,000 professionals from coast to coast, our resources fuel our ability to offer clients deep industry insights, bold thinking, and holistic solutions. Our ranking as the sixth-largest advisory CPA firm means we're actively shaping the industry landscape across markets.

Baker Tilly will successfully guide the Academy through changing landscapes with skills, stability, and strength as one of the oldest and largest advisory, tax, and assurance firms in the United States.

Baker Tilly at a glance

6th largest U.S. accounting firm	~3,400 Certified Public Accountants
11,000+ team members, 1,000+ principals	\$3B+ firm revenue in FY2024
100+ years in business	100+ worldwide office locations



When you engage with us, you gain more than a service provider—you gain a collaborative team that aligns with your culture, adapts to your needs, and delivers measurable impact. Our flexible engagement model meets you where you are and helps you get where you want to go.

Most importantly, the Academy will benefit from an exceptional experience for your leadership team, your internal teams, and those you serve.

Our recent combination

Moss Adams and Baker Tilly have joined forces to redefine accounting, tax, and advisory services for the middle market. United, we bring a legacy and commitment to helping our clients embrace what's next.

With more than 11,000 professionals in 90-plus locations nationally, our reach and resources fuel our ability to bring deep industry insights, bold thinking, and holistic solutions that serve our clients' unique needs.

At Baker Tilly, we unlock the power of possibility for businesses ready to move forward.

The best of both worlds

Baker Tilly is a firm capable of handling all of your needs, and we’re committed to providing you with a level of service and attention that exceeds our competitors. The best part is that while we have the extensive capabilities of a large firm, your service is delivered in a personal manner that you might associate more with a local provider. Your team will personally collaborate with you on what works best for your organization, while bringing added insights from across multiple industries. That’s the difference you’ll experience with Baker Tilly.

	LOCAL FIRMS	BAKER TILLY	BIG FOUR
Strong local presence	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Technical depth		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Responsive	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Deep bench strength		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Competitive fees	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Scalable		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Focused client demographics		<input checked="" type="checkbox"/>	

Full-service capabilities

We offer a full range of services and specializations that span accounting, consulting, and wealth management to suit your specific needs.



Education practice

Our firm has a group of specialized practices with more than 600 professionals dedicated to serving tax-exempt entities. This team includes our Education Practice and currently serves more than 3,000 clients throughout the United States.

Working with not-for-profits like the Academy means more to our teams than simply performing audit or tax work. Our industry professionals have chosen career paths within this sector because they're passionate about moving society forward through charitable efforts and helping organizations like yours achieve their missions. It's more than just a job for us, it's a passion; we're proud to collaborate with educational organizations throughout the country as they work to enrich the greater good.

The organizations that make up our extensive client portfolio rely on our professionals for solutions, not just services. We're business resources to organizations across the education continuum: our experience spans public schools, private schools, pre-schools, colleges, universities, and auxiliaries.

Plus, we stay in contact with standard setters, participate and present at many industry conferences, and provide thought leadership on issues affecting education through a variety of publications. Many of our professionals also sit on various boards and audit committees of educational organizations within their local communities. Our dedicated focus on the industry as well as our active involvement in your market increases our ability to understand the issues you face and, most importantly, the best way to address them.

And it's not just about dedication—it's also about knowledge. Early on, our professionals begin to focus on serving clients in certain industries so you'll work with professionals who—even at the lower staff levels—have a better understanding of the unique issues facing not-for-profit organizations. These professionals receive not-for-profit-focused continuing education throughout their careers and regularly participate in programs to stay on top of the latest technical updates while increasing their understanding of standards, policies, and trends in the industry. This translates to more knowledgeable service providers and more effective service than you'd get from a firm staffed with generalists could provide.

Our industry involvement

Baker Tilly is actively involved with the not-for-profit community through our professional participation in associations and with standard-setting entities, including the American Academy of Certified Public Accountants (AICPA), Governmental Accounting Standards Board (GASB), and Governmental Audit Quality Center (GAQC). For these and other national and regional entities, our professionals attend annual meetings, trade shows, lectures, and industry-specific events as guests, speakers, and trainers.

Client list

We invest deeply in the not-for-profit sector, actively engaging with numerous nonprofit associations and staying attuned to the insights shared through industry publications, thought leadership forums, media outlets, and—most importantly—our clients. This ongoing immersion allows us to remain informed, responsive, and aligned with the evolving needs of mission-driven organizations.

Peer review

Baker Tilly and its professionals, in the course of conducting our professional services, work hard to meet auditing standards as promulgated by the AICPA and other applicable standard setters. Through the AICPA Peer Review Program, our system of quality control over the accounting and auditing practice applicable to non-SEC issuers is reviewed by another CPA firm every three years.

As of June 3, 2025, Baker Tilly and Moss Adams have merged, and both firms are in the process of integrating. Your proposed engagement team is a legacy Moss Adams team, so we've provided the relevant peer review information below as evidence of our continued ability to meet auditing standards in this response. When our next peer review is conducted, we expect both firms to be represented under one review.

For now, we can refer you to our most recent peer review, as conducted by Cherry Bekaert in 2023, which states that we achieved a "pass" opinion. A full copy of our most recent report is provided below of this proposal. You can also find a copy of the report [here](#). We can provide details on Baker Tilly's peer review process and results upon request.

We've been subject to a peer review under the AICPA Peer Review Program every third year since the inception of the program in the 1980s. Our report has always been unmodified. We don't maintain specific records of the engagements selected for review. However, every year, at least one (typically several) government audit has been selected for review.

Peer review report 2023



Report on the Firm's System of Quality Control

To the Partners of Moss Adams LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Moss Adams LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended April 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1[®] and SOC 2[®] engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Moss Adams LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2023, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Moss Adams LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Atlanta, Georgia
October 10, 2023

Peer review report 2023 (Cont.)



National Peer
Review Committee

October 19, 2023

Jeffrey Brown
Moss Adams LLP
999 3rd Ave Ste 2800.
Seattle, WA 98104-4057

Dear Jeffrey Brown:

It is my pleasure to notify you that on October 19, 2023, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is October 31, 2026. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Michael Wagner". The signature is fluid and cursive.

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: John Klisch, Erica Forhan

Firm Number: 900010050024

Review Number: 602495

Service approach and methodology

We blend technology with the wisdom of our team members to deliver quality and insights. Our audit and tax offerings unravel the complexities of your industry to reveal opportunities waiting to be explored.

Transitioning to Baker Tilly

It's our first step in welcoming you as a new audit client—and it's an important one. Our goal? To avoid disruption to your staff and make the transition period as smooth as possible. You'll get the following:



No surprises

- Close leadership of engagement teams
- Face-to-face meetings with your team
- Focus on building a relationship



Personal service

- A transition plan tailored to your needs
- Responsive, proactive service
- Ability to hit the ground running with your existing report methods and workpapers



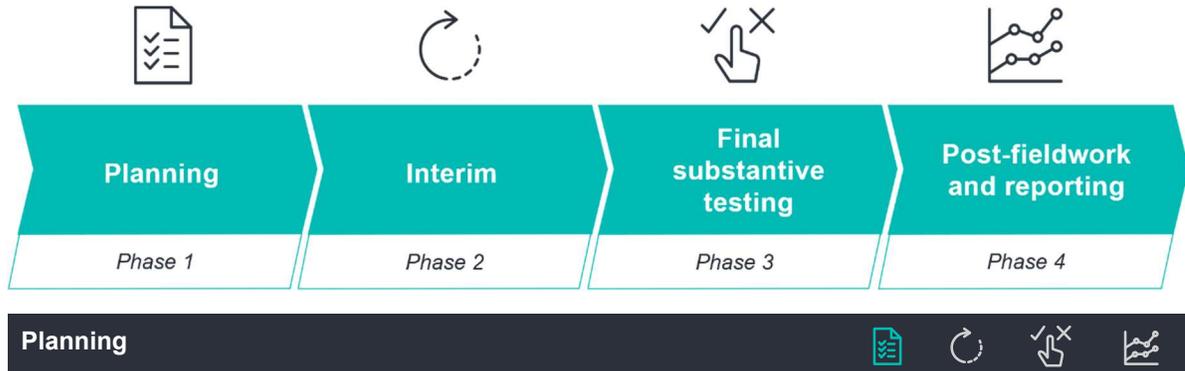
Flexibility

- Pre-transition meeting(s)
- Financial statement review ahead of time
- Communication plan to keep you informed
- Clear and agreed-upon expectations and timing

Transition steps

1. **Have entrance meetings.** Conference with your finance department and other appropriate groups to discuss risks, expectations, processes, and timelines.
2. **Hold planning sessions.** Meet with key managers to discuss risks, expectations, the audit process, and timelines; and to share key strategic, financial, and operational information.
3. **Review working papers.** Read your prior auditor's working papers to understand their audit approach and the timing of their procedures and to determine the scope of any additional procedures our team will perform on the opening balances in your financial statements.
4. **Design audit approach.** Devise an efficient and effective approach that addresses the potential risks we discover during the transition.

Detailed audit approach



Prior to beginning the audit, we'll have an entrance conference with management to communicate such matters as our responsibilities with regard to the financial statement audit, independence matters, and the planned scope and timing of the audit. We'll also seek input from management regarding any issues, relevance, or special focus.

We strive to create two-way communication so we can hear from you, at the outset of the engagement, about matters you consider relevant to the audit, such as strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, the suspicion or the detection of fraud, or other concerns you have. We're very conscious of not duplicating our efforts and will attempt to use existing documentation whenever possible. We don't demand that our clients conform to pro forma documentation.

Throughout the planning phase of the audit, we'll:

- Hold entrance meetings with relevant staff to discuss risks, expectations, the audit processes, and timelines; and share key strategic, financial, and operational information
- Conduct planning sessions with key managers to outline and share mutual expectations
- Provide a list of requested schedules
- Review results and notes from prior-year workpapers to make sure all necessary updates and changes have been included in the current-year approach
- Design an audit approach with effective risk coverage and efficient procedures
- Define the scope of the engagement

Risk assessment

We assess inherent risk by understanding your operations, the industry you operate in, and the unique aspects of your transactions. We assess control risk by understanding your systems, the identified controls, the effectiveness of the design of the controls, and whether they've been placed in operation.

The inherent and control risk are key elements of our assessment of the risk of material misstatement for each financial statement account. We design tailored audit procedures to respond to the risk of material misstatement. These tailored audit procedures include: 1) tests of the operating effectiveness of internal controls; 2) substantive analytical procedures; and 3) substantive tests of details.

Our goal is to design the most efficient audit plan that builds on the Academy's strengths and reduces the time required by your team.

Materiality



A critical factor to the audit is the determination of materiality. An auditor must form a judgment about materiality as a benchmark to evaluate and control audit risk and evaluate the effect of identified financial statement misstatements. Materiality is determined after taking several factors into account, including the needs of the financial statement users, the Academy's net position.

Judgments about materiality and the implications on net assets include both quantitative and qualitative aspects. For example, a misstatement might be quantitatively immaterial but raises questions about the quality of the control environment and the propriety of other accounts or transactions. A quantitatively immaterial transaction that raises legal questions could be similarly qualitatively material because of potential material contingencies. Based on preliminary analytical review of the financial statements and our understanding of the needs of the financial statement users, we'll make a preliminary judgment about materiality for the financial statement audit.

Determining the audit approach for each transaction cycle

We'll develop expectations and perform comparison of current and prior-year results; actual and budgetary information; and as appropriate, a comparison of specific benchmarks to your results. We'll also re-evaluate relative levels of inherent risk and control risk based on results so far and tailor audit programs based on final decisions of evidence desired from a combination of internal control testing, analytical procedures, and substantive tests of detailed transactions.

The analytical procedures we'll use in your audit

Analytical procedures are generally performed throughout the audit engagement, and result in substantial discussion with management. Initially, we use common-size financial statements and trend and ratio analyses, among other techniques, to aid us in developing our audit plan and tailor-made audit programs. We make comparisons between current and prior-year results, actual and budgetary information, and against industry benchmarks. Nonfinancial data and external information are incorporated in our procedures to enhance their validity, and information is disaggregated as much as possible to improve precision. During our substantive testing of balances, we typically evaluate the detail of changes to certain accounts. For example, this approach is often used with sampling in our testing of loans, long-term debt, and investment accounts. For other accounts, we frequently use predictive analytical tests. At the conclusion of the audit, the audit team analyzes the financial statements with a holistic view in light of the results of all auditing procedures performed.

How we'll assess your information systems and internal control

Gaining an understanding of your information systems and internal control, including those to make sure of compliance with laws and regulations, is a critical step in the audit process. The nature and extent of the company's deployment and use of IT to process accounting information can have a significant impact on an auditor's assessment of, and reliance on, internal control. Many internal controls that were "human-based" in the past are now embedded in software application programs. At Baker Tilly, we recognize the need to employ the use of dedicated IT professionals on every audit engagement to evaluate the technology environment and assess its impact on audit procedures and our reliance on internal control.

Our IT group will participate in the audit by working in tandem with our audit team to assess and document the technology environment and controls during interim work. They'll provide an advisory conclusion to the audit team about the control risks and fraud risks associated with your system and provide suggestions to you for areas of improvement they notice.

Interim



How we'll understand and document your internal control structure

We'll obtain copies of all available system and policy/procedure documentation from your finance, human resources, IT, and other personnel responsible for such documentation. This may include organization charts, narratives, and flowcharts. We'll supplement this documentation with our own, if necessary.

We'll review the above-described documentation and meet with your personnel to make inquiries about, and discuss questions that arise from, our review. This review will include, in accordance with professional audit standards, evaluating the design of your controls, identifying control gaps, and evaluating whether controls have been placed in operation. We use a proprietary audit planning package to assist us in documenting your internal control and our assessment of the adequacy of internal control over your various processes. As mentioned earlier in our discussion of the audit approach, the framework of this system incorporates the requirements of auditing standards related to internal control and fraud detection, including IT. Our IT professionals will perform the above steps as they relate to the IT systems and environment.



Throughout this process, we look for opportunities for you to improve your internal control and accounting procedures and will communicate our recommendations for improvement as appropriate. Copies of your documentation related to your internal control structure will be retained in our audit file. This documentation will be updated annually for any changes through discussion with you.

Audit sampling

We use two basic approaches to audit sampling for tests of monetary balances: statistical sampling using our data extraction software's monetary unit sampling (MUS) approach, and nonstatistical sampling. Considerable judgment is required in determining the appropriate values for the inputs used to compute the sample size. Sample sizes will depend on the population size, desired level of confidence, and tolerable deviation.

The following five factors are among those considered when using MUS or nonstatistical sampling:

- Desired level of confidence in or assurance from the sample
- Tolerable misstatement in dollars or tolerable deviation rate
- Expected misstatement in dollars or expected deviation rate
- Population size in dollars or number of items
- Number and total dollar amount of individually significant items in the population

Final substantive testing



We'll perform final substantive work for the audit. We'll also perform post-statement of financial position audit procedures, and substantive analysis of commitments, contingencies, and legal matters.

Procedures include the following:

- Conduct an analysis of the detail of changes to certain accounts such as capital asset and compensated absences
- Confirm existence of certain assets, such cash, receivables, and other current assets
- Perform predictive analytical tests using specific data to develop expectations and/or procedures, such as agreeing information to supporting documentation
- Test approvals, timeliness of submission, and trace data to the general ledger
- Perform a holistic review of the financial statements in light of the results of other auditing procedures at the conclusion of the audit

After reviewing your financial statements, we've identified a number of areas that we'll focus on during the audit.

SIGNIFICANT AUDIT AREA	PLANNED AUDIT ASSURANCE FROM			
	RISK ASSESSMENT	TEST OF CONTROLS	ANALYTICAL PROCEDURES	TEST OF DETAILS
Cash and cash equivalents	✓	✓		✓
Capital assets	✓	✓		✓
Net position	✓	✓		✓
Contributions / state income	✓	✓	✓	✓
Payroll expenditures	✓	✓	✓	✓
Financial reporting	✓			✓

Post-fieldwork and reporting



We don't like surprises, and neither do you. That's why we hold an exit meeting with management at the end of interim and year-end fieldwork to discuss any findings, open items, or other issues—including the results of our audit (or fieldwork testing). This allows management to check that our findings are accurate as well as informing them of issues. After we've determined the points are valid, we'll provide draft reports to review prior to final issuance.

We also invite the board and supervisory committee to sit in during our exits with management to keep them apprised of possible issues. If they decline, we'll present the financial statements and the communication letters at a board and supervisory committee meeting at the conclusion of our audit.

Report delivery

Our firm policy is to deliver the audit reports and finalize our working papers as soon as possible after the completion of fieldwork. We commit to meeting all applicable deadlines for your audit, assuming we're provided all necessary information and data (i.e., client-prepared schedules and completed financial statements) in a complete and timely manner, and as long as no unexpected events beyond our control occur (i.e., material weaknesses in internal control or illegal acts noted during the audit).

Meeting deadlines

Our firm's organization is well suited to remaining nimble when unforeseen issues arise with your audit. Overall, the best way to make sure deadlines are met is careful planning. That's why we're so insistent about meeting with your team well before the audit to agree on responsibilities and deadlines and to be proactive about addressing potential issues. In addition to planning, our relatively low staff turnover makes it extremely likely that your team will remain consistent throughout the audit and even from year to year. The further value in a consistent team is they'll be familiar with the Academy, which leads to a more efficient audit.

Our firm's staff is also used to being flexible, and our firm's philosophy means an auditor doesn't work for a particular office or region—they're part of a firmwide team and will go where they're needed at a moment's notice. Firmwide, our governmental team has more than 600 professionals who are experienced and qualified to step in if needed to meet your audit deadlines. Finally, our principals are invested with a large amount of decision-making authority, and issues can often be resolved without going outside of your service team. However, if an issue arises where we need to consult with our national office, they're just a phone call away, and decisions are made as quickly as needed. As with any client service provider, we understand the importance of keeping your business running on schedule, and we're used to being flexible to meet our clients' needs.

Pertinent management letters

It's customary for our firm to produce a management letter and communicate verbally and in writing in conjunction with each engagement. The audit process provides an opportunity to assess performance and trends, identify opportunities to improve internal controls and/or accounting efficiency, and spot emerging needs or opportunities. By reporting these conditions and opening them to discussion, the management letter can play an important role in maintaining the financial health of the organization.

Timeline

The following is a proposed first-year engagement schedule for the Academy. We'll discuss any adjustments you may need when we meet with you.

SERVICE DESCRIPTION	PROPOSED TIMING
AUDIT PLANNING	
Meet with management for pre-audit planning and to obtain an understanding of systems, internal controls, and current-year issues	March 2026
Provide management with a detailed list of items needed to perform the audit, including the timing of when items are needed	March 2026
AUDIT FIELDWORK	
Send confirmations of cash, investment, and other accounts as deemed necessary	July 2026
Perform tests of internal controls and substantive audit fieldwork	April/May 2026
REPORT PREPARATION	
Present draft of financial statements, audit report, and management letter to senior management	September 8, 2026
BOARD COMMUNICATIONS	
Present final audit report, financial statements, and management letter to the board of directors or trustees	September 25, 2026

Meet the team

We assemble the right team with the right experience to serve you year after year and take you further than anyone thought possible.

Meet the team we've assembled to achieve everything you envision. Selected intentionally for your goals and backed by our specialized resources, these individuals are collaborative and multidisciplinary. Their passion for your industry will make them an unstoppable force on your behalf.

THE TEAM TO ACHIEVE THE ACADEMY'S GOALS



Matt Parsons, CPA– Principal

Engagement role: Engagement Reviewer	Professional affiliations and education
<p>Matt is a seasoned audit professional with extensive experience (since 2005) in conducting financial and compliance audits for tax-exempt organizations. As a leader in the firm's not-for-profit practice, Matt has partnered with various entities to enhance their operational efficiency and strengthen their financial management practices and improve overall transparency. Throughout his career, Matt has developed a deep understanding of the unique challenges faced by organizations like the Academy, including GASB 34 conversions, valuation of contributions, and the need for robust financial reporting. His approach to audits focuses on areas of improvement for clients, with actionable recommendations that align with the best practices of the not-for-profit sector.</p> <p>Matt's experience includes preparing financial statements, performing internal control examinations, and conducting audits in accordance with <i>Government Auditing Standards</i>. He's published articles and presented webinars on relevant topics related to updates on recent accounting standard changes and updates related to recent legislation.</p> <p>Matt commonly presents at not-for-profit conferences on topics including budgeting, mergers and acquisitions, and compliance and is common presenter in the firm's town hall sessions regarding current events. He also provides training on accounting and auditing topics for Baker Tilly professionals, as well as clients and industry organizations.</p>	<p>BA, economics, University of California, Los Angeles</p> <p>Member, American Academy of Certified Public Accountants</p> <p>Member, California Society of Certified Public Accountants</p> <p>Member, Southern California Grantmakers</p> <p>Member, Easterseals of Southern California</p>



Shelby Kuryllo, CPA – Manager

Engagement role: Audit manager

Shelby has practiced public accounting since 2015. She exclusively serves not-for-profit organizations including foundations, associations, private schools, and numerous health and welfare organizations. Shelby has experience in all aspects of performing financial statement audits (including financial statement preparation), federal compliance audits, agreed-upon procedures, and consulting projects.

Shelby is adept at successfully managing complex audit engagements from planning through completion, ensuring that timelines for deliverables and communication are met.

Education and affiliations

BS, accounting, Vanguard University of Southern California

Member, American Academy of Certified Public Accountants

Member, California Society of Certified Public Accountants

Open, timely, and effective communication

Part of the value we provide to your business is a commitment to maintaining close and regular contact with you throughout the year. We're not once-a-year service providers who disappear for many months, only to return in time for the next engagement. We're a constant resource for questions and advice with a quick response time.

We want you to notice a superior level of service based on your expectations—not on our assumptions. From the initial transition to Baker Tilly to routine phone calls about immediate issues of concern, we're hands-on advisors with a bias for action. We won't keep you waiting or wondering. Instead, we'll take the lead in initiating meetings with you, setting up training sessions with your internal accounting staff, and delivering presentations to management or your board of directors.

You need proactive communications about our engagement findings. We'll raise any issues as we find them and not when it's too late for you to act on them. We'll also notify you right away about emerging accounting, tax, and regulatory matters or concerns, further helping avoid surprises and keeping you informed along the way.

Value for fees

When we say value for fees, we mean achieving your objectives and imagining new ones. We mean sharing insights, gaining efficiencies and directing our best resources to you.

For our clients, it's about more than the dollars you pay at the end of the day; it's about value. We believe in transparency when it comes to our fees, and we're committed to providing high-quality services at a fair price. Our forward-thinking professionals will work closely with you to explore new possibilities, develop customized solutions to the challenges you face, and help you reach your goals.

For our clients, it's about more than the dollars you pay at the end of the day; it's about value. We believe in transparency when it comes to our fees, and we're committed to providing high-quality services at a fair price. Our forward-thinking professionals will work closely with you to explore new possibilities, develop customized solutions to the challenges you face, and help you reach your goals.

SERVICE DESCRIPTION	2026	2027	2028
Financial statement audit for Davidson Academy for Talent Development for the year ending June 30	\$31,000	\$32,500	\$34,000
Transition meetings, review of predecessor auditor's workpapers, and getting up to speed		Included	
Attendance at your committee meetings, including: <ul style="list-style-type: none"> • Presentation of audit results • Communication of internal control issues • Management letter 		Included	
Consulting, as needed	Hourly rates	Hourly rates	Hourly rates
Total	\$31,000	\$32,500	\$34,000

Fee details

SUBJECT	THE DETAILS
Client acceptance procedures	The scope of work and fee quotes are subject to our client acceptance process, which: 1) verifies that all parties understand the specific services we're being asked to perform; 2) ensures contract terms are acceptable to both parties and in agreement with professional standards; and 3) confirms we've staffed the engagement with individuals qualified with the necessary experience to fulfill our commitments to our prospective client.
First-year costs	We acknowledge that changing auditors can be disruptive to your staff's routines, since a new audit team needs to spend time learning your systems. We'll absorb all costs related to the transition.

SUBJECT	THE DETAILS
Progress billing	Progress billings are based on hours and expenses completed at the time of billing. Bills are due upon receipt. We reserve the right to charge interest on accounts over 30 days past due.
Scheduled billing	We'll work with management to establish a payment schedule for amounts and timing that approximate the occurrence of our work. Bills are due upon receipt. We reserve the right to charge interest on accounts over 30 days past due.
Expenses	<p>Our engagement letter will provide an estimate of the expenses for the services to be provided. Direct travel expenses will be billed monthly as incurred.</p> <p>Baker Tilly will include a standard 5% administrative and technology fee as part of standard expenses on all engagements. This fee covers certain costs that some firms bill separately, including tax and report processing charges, confirmation fees, filing fees, technology fees, and administrative billable time.</p>
Cost overruns	During the course of the audit, we'll measure our progress against our planned budget. If situations arise that are significantly different than our expectations, we'll bring them to your attention immediately and discuss various options before we proceed. We'll meet weekly during the course of fieldwork with the appropriate parties to ensure there are open lines of communication between our organizations.
Future new audit, review, and accounting standards	Our fee estimate discussed herein is based on accounting and professional standards that exist and are applicable as of the date of this proposal. To the extent that future rulemaking activities require modification to our audit approach, procedures, scope of work, etc., we'll advise you of such changes and the impact on our fee proposal. If we're unable to agree on the additional fees, if any, that may be required to implement any new accounting, auditing, and review standards that are required to be adopted and applied as part of our engagement, we reserve the right to withdraw from the engagement, regardless of the stage of completion.
Routine phone calls and emails	Our policy is to not charge for short telephone calls seeking miscellaneous advice unless those consultations require significant additional work or research. If a matter requires further follow-up, we'll discuss a fee estimate with you before incurring significant time.
Minor research and consultation	If we're requested to provide minor research or consultation service, we'll estimate the number of hours necessary to provide the requested services. We'll then provide a fee quote for your approval before commencing any work. Our fees for these services are generally at our standard billing rates.
Audit preparation	Our proposed fees are based on the presumption that your books and records will be ready for audit and minimal audit adjustments will be required. If accounting assistance is required to reconcile accounts, we'll discuss the issues with you, and additional fees will be billed separately, at our standard rates. Additionally, our fee quote assumes that we won't identify any audit findings, including significant deficiencies or material weaknesses. If potential audit findings are identified, costs for investigating and reporting them will be in addition to our audit fees.

Fee increases

We normally assess and adjust our rate structure annually according to increases experienced in the local Consumer Price Index (CPI) and related practice management costs. In recent years, these have been in the range of 4%–6%.

Billing rates

Please note that the fee estimates above reflect discounted hourly rates from our standard billing rates of approximately 30%. Any additional as-needed consulting services may be charged at the rates in the table to the right, depending on the type of service requested.

STAFF LEVEL	HOURLY RATE
Principal	\$695–\$785
Senior Manager	\$500–\$630
Manager	\$360–\$470
Senior	\$300–\$375
Staff	\$235–\$275

Looking ahead

Guiding your journey towards future growth and success

As we move forward, we would like to express our sincere appreciation for the valuable insights you've shared throughout this proposal process. Your input has sharpened our understanding of the unique challenges and opportunities the Academy faces within the not-for-profit sector and has helped us tailor our approach with greater precision.

At Baker Tilly, we don't just offer audit and tax services—we provide purpose-driven financial direction anchored in excellence and strategic alignment. Drawing on our extensive experience with mission-focused organizations, we aim to be more than a vendor—we strive to be a trusted resource that helps you cut through complexity and stay ahead of the curve. We've identified several areas where our specialized support can add tangible value, going beyond the "nice-to-haves" to deliver what truly moves the needle.

What sets Baker Tilly apart is our commitment to showing up with the right expertise at the right time. We don't believe in one-size-fits-all solutions; instead, we roll up our sleeves and work alongside you to help achieve operational efficiency, financial clarity, and long-term sustainability. Our core values—integrity, collaboration, and innovation—are not just words on paper; they're the compass that guides our every engagement.

We look forward to continuing the conversation and demonstrating how Baker Tilly can be a driving force behind your success—helping you not only meet your goals, but exceed them.

Affirming our commitment to you

Our team will always look for a better way to help you stay ahead of every curve on our journey together.

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agent and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.



Baker Tilly US, LLP
 2050 Main Street
 Suite 700
 Irvine, CA 92614
 United States of America

February 26, 2026

Governing Board of Directors
 c/o Mr. Mark Herron, Vice-President and CFO
 The Davidson Academy of Nevada
 1670 N. Virginia Street, 2nd Floor
 Reno, Nevada 89503

T: +1 (949) 221 4000
 F: +1 (949) 221 4001

bakertilly.com

Re: Audit and Nonattest Services

Dear Governing Board of Directors:

Thank you for the opportunity to provide services to The Davidson Academy of Nevada, a division of the Davidson Institute for Talent Development. This engagement letter ("Engagement Letter") and the attached Professional Services Agreement, which is incorporated by this reference (collectively, the "Agreement"), confirm our acceptance and understanding of the terms and objectives of our engagement, and limitations of the services that Baker Tilly US, LLP ("Firm," "we," "us," and "our") will provide to The Davidson Academy of Nevada ("you," "your," and "Academy").

Scope of Services – Audit

You have requested that we audit the Academy's financial statements of the governmental activities, each major fund, and the aggregate remaining fund information as of and for the year ended June 30, 2026 and the related notes to the financial statements.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Government's RSI in accordance with auditing standards generally accepted in the United States of America. We will not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide assurance. The following RSI will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary Comparison Schedule – Statement of Activities Governmental Fund



Governing Board of Directors
The Davidson Academy of Nevada
February 26, 2026
Page 2 of 4

Scope of Services and Limitations – Nonattest

We will provide the Academy with the following nonattest services:

- 1) Assist you in drafting the financial statements and related footnotes as of and for the year ended June 30, 2026.

Our professional standards require that we remain independent with respect to our attest clients, including those situations where we also provide nonattest services such as those identified in the preceding paragraphs. As a result, Academy management must accept the responsibilities set forth below related to this engagement:

- Assume all management responsibilities.
- Oversee the service, by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to oversee our nonattest services. The individual is not required to possess the expertise to perform or reperform the services.
- Evaluate the adequacy and results of the nonattest services performed.
- Accept responsibility for the results of the nonattest services performed.

It is our understanding that Karin Dixon, VP of Finance and Administration has been designated by the Academy to oversee the nonattest services and that in the opinion of the Academy is qualified to oversee our nonattest services as outlined above. If any issues or concerns in this area arise during the course of our engagement, we will discuss them with you prior to continuing with the engagement.

Timing

Matt Parsons is responsible for supervising the engagement and authorizing the signing of the report. We expect to begin our audit in May 2026, complete fieldwork in August 2026, and issue our report in September 2026. As we reach the conclusion of the audit, we will coordinate with you the date the audited financial statements will be available for issuance. You understand that (1) you will be required to consider subsequent events through the date the financial statements are available for issuance, (2) you will disclose in the notes to the financial statements the date through which subsequent events have been considered, and (3) the subsequent event date disclosed in the footnotes will not be earlier than the date of the management representation letter and the date of the report of independent auditors.

Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.



Governing Board of Directors
The Davidson Academy of Nevada
February 26, 2026
Page 3 of 4

Fees

We estimate that our fees for the services will be \$31,000. You will also be billed for expenses.

In addition to fees, we will charge you for expenses. Our invoices include a flat expense charge, calculated as five percent (5%) of fees, to cover expenses such as copying costs, postage, administrative billable time, report processing fees, filing fees, and technology expenses. Travel expenses and client meals/entertainment expenses will be billed separately and are not included in the 5% charge.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the Academy's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with a Client Audit Preparation Schedule that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments, and/or untimely assistance will result in an increase of our fees.

Reporting

We will issue a written report upon completion of our audit of the Academy's financial statements. Our report will be addressed to the Governing Board of Directors of the Academy. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. Our services will be concluded upon delivery to you of our report on your financial statements for the year ended June 30, 2026.

Other Information in an Annual Report with Audited Financial Statements

If the Academy issues an annual report that will contain, accompany, or incorporate by reference the financial statements and our auditor's report thereon, you agree to provide the final version of the document(s) comprising the annual report as soon as it is available. If some or all of the documents will not be available until after the date of the auditor's report on the financial statements, we will request a written representation from management at the conclusion of the audit that asserts the final version of the documents will be provided to us when available, and prior to issuance by the Academy.

We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as set forth in the Agreement, please sign the enclosed copy of this letter and return it to us with the Professional Services Agreement.



Governing Board of Directors
The Davidson Academy of Nevada
February 26, 2026
Page 4 of 4

Very truly yours,

Baker Tilly US, LLP

Enclosures

Accepted and Agreed:

This Engagement Letter and the attached Professional Services Agreement set forth the entire understanding of The Davidson Academy of Nevada with respect to this engagement and the services to be provided by the Firm:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Client: #907618
v. 06/04/2025

PROFESSIONAL SERVICES AGREEMENT**Audit and Nonattest Services - Government Auditing Standards Version (no compliance audit)**

This Professional Services Agreement (the "PSA") together with the Engagement Letter, which is hereby incorporated by reference, represents the entire agreement (the "Agreement") relating to services that the Firm will provide to the Academy. Any undefined terms in this PSA shall have the same meaning as set forth in the Engagement Letter.

Objectives of the Audit

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives also include reporting on the following:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards.

The report on internal control and compliance will include a statement that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance, that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance, and, accordingly, it is not suitable for any other purpose.

The Auditor's Responsibility

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. As part of an audit conducted in accordance with U.S. GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Academy's internal control or to identify deficiencies in the design or operation of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosure, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Academy's ability to continue as a going concern for a reasonable period of time

If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Procedures and Limitations

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain receivables and certain other assets, liabilities and transaction details by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Management's failure to provide representations to our satisfaction will preclude us from issuing our report.

An audit includes examining evidence, on a test basis, supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Material misstatements may include errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that are attributable to the entity or to acts by management or employees acting on behalf of the entity that may have a direct financial statement impact. Pursuant to *Government Auditing Standards*, we will not provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements and noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. An audit is not designed to detect immaterial misstatements or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors, fraudulent financial reporting, misappropriation of assets, and noncompliance with the provisions of laws, regulations, contracts and grant agreements that come to our attention, unless clearly inconsequential. We will also inform you of any other conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any time period for which we are not engaged as auditors.

We may assist management in the preparation of the Academy's financial statements. Regardless of any assistance we may render, all information included in the financial statements remains the representation of management. We may issue a preliminary draft of the financial statements to you for your review. Any preliminary draft financial statements should not be relied upon, reproduced or otherwise distributed without the written permission of the Firm.

Management's Responsibility

As a condition of our engagement, management acknowledges and understands that management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. We may advise management about appropriate accounting principles and their application and may assist in the preparation of your financial statements, but management remains responsible for the financial statements. Management also acknowledges and understands that management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. This responsibility includes the maintenance of adequate records, the selection and application of accounting principles, and the safeguarding of assets. You are responsible for informing us about all known or suspected fraud affecting the Academy involving: (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Academy received in communications from employees, former employees, regulators or others.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

Management is responsible for establishing and maintaining internal control over compliance with the provisions of laws, regulations, contracts, and grant agreements, and for identifying and ensuring that you comply with such provisions. Management is also responsible for addressing the audit findings and recommendations, establishing and maintaining a process to track the status of such findings and recommendations, and taking timely and appropriate steps to remedy any fraud and noncompliance with the provisions of laws, regulations, contracts, and grant agreements or abuse that we may report.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management agrees that as a condition of our engagement, management will provide us with:

- access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, whether obtained from within or outside of the general and subsidiary ledgers (including all information relevant to the preparation and fair presentation of disclosures), such as records, documentation, and other matters;
- additional information that we may request from management for the purpose of the audit; and
- unrestricted access to persons within the Academy from whom we determine it necessary to obtain audit evidence.

Management's Responsibility to Notify Us of Affiliates

Our professional standards require that we remain independent of the Academy as well as any "affiliate" of the Academy. Professional standards define an affiliate as follows:

- an entity that the Academy can control (for example, a subsidiary);
- an entity in which the Academy or an entity controlled by the Academy has a direct financial interest that gives the Academy significant influence over such entity and is material to the Academy;
- an entity that controls the Academy (for example, a parent) when the Academy is material to such entity;
- an entity with a direct financial interest in the Academy when that entity has significant influence over the Academy, and the interest in the Academy is material to such entity;
- a sister entity of the Academy if the Academy and sister entity are each material to the entity that controls both;

In order to fulfill our mutual responsibility to maintain auditor independence, you agree to notify the Firm of any known affiliate relationships, to the best of your knowledge and belief. Additionally, you agree to inform the Firm of any known services provided or relationships between affiliates of the Academy and the Firm or any of its employees or personnel.

Other Information Included in an Annual Report

When financial or nonfinancial information, other than financial statements and the auditor's report thereon, is included in an entity's annual report, management is responsible for that other information. Management is also responsible for providing the document(s) that comprise the annual report to us as soon as it is available.

Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon. Our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the audited financial statements. If we identify that a material inconsistency or misstatement of the other information exists, we will discuss it with you; if it is not resolved U.S. GAAS requires us to take appropriate action.

Key Audit Matters

U.S. GAAS does not require the communication of key audit matters in the audit report unless engaged to do so. You have not engaged us to report on key audit matters, and the Agreement does not contemplate the Firm providing any such services. You agree we are under no obligation to communicate key audit matters in the auditor's report.

If you request to engage the Firm to communicate key audit matters in the auditor's report, before accepting the engagement we would discuss with you the additional fees to provide any such services, and the impact to the timeline for completing the audit.

Dissemination of Financial Statements

Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement. You may make copies of our report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

Offering of Securities

This Agreement does not contemplate the Firm providing any services in connection with the offering of securities, whether registered or exempt from registration, and the Firm will charge additional fees to provide any such services. You agree not to incorporate or reference our report in a private placement or other offering of your equity or debt securities without our express written permission. You further agree we are under no obligation to reissue our report or provide written permission for the use of our report at a later date in connection with an offering of securities, the issuance of debt instruments, or for any other circumstance. We will determine, at our sole discretion, whether we will reissue our report or provide written permission for the use of our report only after we have conducted any procedures we deem necessary in the circumstances. You agree to provide us with adequate time to review documents where (a) our report is requested to be reissued, (b) our report is included in the offering document or referred to therein, or (c) reference to our firm is expected to be made. If we decide to reissue our report or provide written permission to the use of our report, you agree that the Firm will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to reissue our report or withhold our written permission to use our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its

services. While the successor auditor may request access to our engagement documentation for those periods, we are under no obligation to permit such access.

Changes in Professional or Accounting Standards

To the extent that future federal, state, or professional rule-making activities require modification of our audit approach, procedures, scope of work, etc., we will advise you of such changes and the impact on our fee estimate. If we are unable to agree on the additional fees, if any, that may be required to implement any new accounting and auditing standards that are required to be adopted and applied as part of our engagement, we may terminate this Agreement as provided herein, regardless of the stage of completion.

Representations of Management

During the course of our engagement, we may request information and explanations from management regarding, among other matters, the Academy's operations, internal control, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide us with a written representation letter confirming some or all of the representations made during the engagement. The procedures that we will perform in our engagement will be heavily influenced by the representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or fraud to go undetected by our procedures. In view of the foregoing, you agree that we will not be responsible for any misstatements in the Academy's financial statements that we fail to detect as a result of false or misleading representations, whether oral or written, that are made to us by the Academy's management. While we may assist management in the preparation of the representation letter, it is management's responsibility to carefully review and understand the representations made therein.

In addition, because our failure to detect material misstatements could cause others relying upon our audit report to incur damages, the Academy further agrees to indemnify and hold us harmless from any liability and all costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material misstatements in the Academy's financial statements resulting in whole or in part from knowingly false or misleading representations made to us by any member of the Academy's management.

Fees and Expenses

The Academy acknowledges that the following circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates;
- Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement. We will bill any additional amounts based on the experience of the individuals involved and the amount of work performed.

Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the highest rate allowed by law on any unpaid balance. In addition to fees, you may be billed for expenses and any applicable sales and gross receipts tax. Direct expenses may be charged based on out-of-pocket expenditures, per diem allotments, and mileage reimbursements, depending on the nature of the expense. Indirect expenses, such as processing time and technology expenses, may be passed through at our estimated cost and may be billed as a flat charge or a percentage of fees. If we elect to suspend our engagement for nonpayment, we may not resume our work until the account is paid in full. If we elect to terminate our services for nonpayment, or as otherwise provided in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our work. You will be obligated to compensate us for fees earned for services rendered and to reimburse us for expenses. You acknowledge and agree that in the event we stop work or terminate this

Agreement as a result of your failure to pay on a timely basis for services rendered by the Firm as provided in this Agreement, or if we terminate this Agreement for any other reason, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Academy Information

All information provided by you or on your behalf ("Academy Information") will be accurate and complete. You represent the provision of Academy Information to us will not infringe any intellectual property, privacy, proprietary, or other third-party rights. You also represent that you have obtained all necessary consents and have provided all necessary notifications to the extent required by applicable law in connection with the provision of Academy Information to us. The Firm will use at least the same degree of care to protect the confidentiality of Academy Information as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The Firm will not disclose Academy Information to any third party without your consent, except we may disclose Academy Information: (1) as required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; (2) to the extent such information (i) is or becomes publicly available other than as the result of a disclosure in breach hereof, (ii) becomes available to the Firm on a nonconfidential basis from a source that the Firm believes is not prohibited from disclosing such information to the Firm, or (iii) is already known by the Firm without any obligation of confidentiality with respect thereto; (3) to contractors providing administrative, infrastructure, and other support services to the Firm and subcontractors providing services in connection with this engagement, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations related to Academy Information; or (4) as otherwise permitted under this Agreement. This paragraph replaces and supersedes any prior confidentiality or non-disclosure agreements entered into by the Firm or its affiliates with respect to Academy Information.

Data Privacy and Security

To the extent the Services require the Firm to receive personal data or personal information from Academy, the Firm may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws, and such processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Academy, such as the Firm's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which the Firm or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. The Firm is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Academy personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Academy, the Firm shall, unless otherwise permitted by applicable privacy law, (a) follow Academy instructions; (b) not sell personal data or personal information collected from the Academy or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Academy's engagement and not for the Firm's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Academy to ensure compliance with applicable privacy laws. Academy is responsible for notifying the Firm of any applicable privacy laws the personal data or personal information provided to the Firm is subject to, and Academy represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize the Firm to process such information in connection with the Services described herein. Academy further understands the Firm, Baker Tilly Advisory Group, LP and Moss Adams Advisory Group, LP and their affiliated entities (collectively, the "Firm Entities") may coprocess Academy data as necessary to perform the Services, pursuant to the alternative practice structure in place among the entities, and by executing this Agreement, you hereby consent to the sharing of Academy data, Academy files, workpapers and work product with such Firm Entities. Baker Tilly Advisory Group, LP maintains custody of client files for the Firm. The Firm Entities are bound by the same confidentiality obligations as the Firm. The Firm is responsible for notifying Academy if the Firm becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Academy to take reasonable and appropriate steps to remediate personal data or personal information processing. Academy agrees that the Firm Entities have the right to utilize Academy data to improve internal processes and procedures and to generate aggregated/deidentified data from the data provided by Academy to be used for the Firm Entities' business purposes and with the outputs owned by the Firm Entities. For clarity, the Firm Entities will only disclose aggregated/deidentified data in a form that does not identify Academy, Academy employees, or

any other individual or business entity and that is stripped of all persistent identifiers. Academy is not responsible for the Firm Entities' use of aggregated/deidentified data.

The Firm has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations and other information security related system requirements. Such requirements are documented in the Firm's policies and procedures. Information security policies have been implemented that define our approach to how systems and data are protected. Academy is responsible for providing timely written notification to the Firm of any additions, changes or removals of access for Academy personnel to the Firm provided systems or applications. If Academy becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Agreement, Academy should timely notify the Firm via email at dataprotectionofficer@bakertilly.com.

Subpoena or Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Pursuant to authority given by law or regulation, we may be requested to make certain engagement documentation available to an applicable entity with oversight responsibilities for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such engagement documentation will be provided under the supervision of the Firm personnel. Furthermore, upon request, we may provide photocopies of selected engagement documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

Document Retention Policy

At the conclusion of this engagement, we will return to you all original records you supplied to us. Your Academy records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that the Firm may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Use of Electronic Communication

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this Agreement as we deem appropriate.

Enforceability

In the event that any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this Agreement.

Entire Agreement

This Professional Services Agreement and Engagement Letter constitute the entire agreement and understanding between the Firm and the Academy. The Academy agrees that in entering into this Agreement it is not relying and has not relied upon any oral or other representations, promise or statement made by anyone which is not set forth herein.

In the event the parties fail to enter into a new Agreement for each subsequent calendar year in which the Firm provides services to the Academy, the terms and conditions of this PSA shall continue in force until such time as the parties execute a new written agreement or terminate their relationship, whichever occurs first.

Use of the Firm's Name

The Academy may not use any of the Firm's or its affiliates' names, trademarks, service marks or logos in connection with the services contemplated by this Agreement or otherwise without the prior written permission of the Firm, which permission may be withheld for any or no reason and may be subject to certain conditions.

Use of Nonlicensed Personnel

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Resolution of Disagreements

In the unlikely event that differences concerning services, fees, this Agreement or any services subsequently provided to Academy by the Firm should arise ("Dispute(s)") that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the Dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other disputeresolution procedure. Each party shall bear their own expenses from mediation, and the parties shall share equally in the mediator's fees and expenses.

If mediation does not settle the Dispute, then the parties agree that the Dispute shall be settled by binding arbitration to be initiated by the party seeking damages or other permitted relief in any form (the "Claimant"). The arbitration proceeding shall take place in the city in which the Firm office providing the services in Dispute is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the Arbitration Rules for Professional Accounting and Related Disputes of the AAA (the "Rules") as amended and effective February 1, 2015, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. Any issue concerning the extent to which the Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a panel of three (3) arbitrators, with experience in accounting and auditing matters or resolving accounting and auditing matters. In the thirty (30) days after the arbitration is initiated, the parties shall attempt to mutually agree on the three (3) arbitrators, including one arbitrator who will serve as chair of the panel, and all of whom may be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. If the parties cannot agree on a panel of three (3) arbitrators within the thirty (30) day period, the three (3) arbitrators shall be selected according to Rules A-16(a) and (b) of the Rules except that the AAA shall send an identical list of fifteen (15) names to the parties to the arbitration. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with this Agreement or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a wellreasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrators upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrators shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any Dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrators shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Agreement, and shall have no power to decide the Dispute in any manner not consistent with such limitations period. The arbitrators shall be empowered to interpret the applicable statutes of limitations subject to the choice of law provision set forth herein.

However, in the event of a receivership or delinquency proceeding commenced against the Academy, the mediation or arbitration agreement may operate at the option of the Department of Justice or may be disavowed by the statutory receiver.

Limitations

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF THE FIRM AND ITS PRESENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO THE FIRM FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF THE FIRM RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY.

EACH PARTY FURTHER AGREES THAT ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

Termination

This Agreement may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination: (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this Agreement, (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services, and (d) we will require any new accounting firm that you may retain to execute access letters satisfactory to the Firm prior to reviewing our files.

Hiring of Employees

Any offer of employment to members of the audit team prior to issuance of our report may impair our independence, and as a result, may result in our inability to complete the engagement and issue a report.

No Legal Advice Provided

The services performed under this Agreement do not include the provision of legal advice and the Firm makes no representations regarding questions of legal interpretation. You should consult with your attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

Alternative Practice Structure: Baker Tilly International

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English Academy. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.



Proposed Resolution
Class of 2026 - Additions
Davidson Academy Governing Board Meeting
March 6, 2026

Having made satisfactory progress toward the requirements specified in NRS 388C and all other published and recorded requirements for graduation from the Davidson Academy of Nevada, and pursuant to NRS 388C.120.4, the Governing Board of the Davidson Academy recommends the issuance of a high school diploma to each of the following additional students as members of the Class of 2026:

Nathanael Hsu
Thalia Waldron

This recommendation is subject to satisfactory completion of the remaining scheduled coursework, required credits, and standardized testing as noted in each student's Prospective Learning Plan and/or academic transcript.