

**FACILITIES AMENDMENT TO CRESTONE CHARTER SCHOOL
RENEWAL CONTRACT**

This Facilities Amendment to the July 2005 Crestone Charter School Renewal Contract ("Renewal Contract") is entered into this 28 day of APRIL, 2010 between Moffat Consolidated School District No. 2 (the "District") and Crestone Charter School (the "School").

The District and the School (together, "the Parties") wish to amend the Renewal Contract in order to more accurately and fully describe their agreement regarding the School's future facilities.

All provisions of the original Renewal Contract remain in full force and effect with the addition of this Amendment. In the event of a conflict between the Renewal Contract and this Amendment, this Amendment will govern as to and only as to purchase of property and development of a School facility.

THE PARTIES AGREE AS FOLLOWS:

1. The School, as an alternative to leasing school facilities, may purchase that certain property known as Tract 2 of the Robert S. Philleo Annexation to the Town of Crestone, Saguache County, Colorado (as shown on the plat thereof recorded at Reception Nos. 366138-366141 the records of the Clerk and Recorder of Saguache County Colorado) consisting of approximately 8.747 acres, ("the Property"), for purposes of building a facility to house the School and may enter into the Participation Agreement for the BEST program to finance such purchase and construction of a school facility.
2. Purchase of the Property on or before June 10, 2010, shall satisfy the requirements related to land acquisition contained in paragraphs 1 and 9(K) of the existing charter contract between the parties.
3. The Parties hereby agree to extend the deadline of June 30, 2010, contained in paragraphs 1 and 9(K) of the existing charter contract between the Parties, as it relates to approval of a plan for a new School facility by the Board of Education of the District. The School shall have through and until November 30, 2010, to submit such plans for approval. Such approval shall not be unreasonably withheld from a plan that meets the requirements of applicable law, including any requirements of the BEST program.
4. The District has issued bonds for the purpose of financing the purchase of the Property and the construction of charter school capital improvements and facilities thereon. Therefore, in accordance with C.R.S. § 22-30.5-404(6)(a), in the event the School's charter is revoked or non renewed, the school becomes insolvent and can no longer operate as a charter school, or the School otherwise ceases to do business, following payment of all other debts secured by the Property and the capital improvements and facilities constructed thereon, ownership of such Property and facilities shall automatically revert to the District. The School and its officers,

directors, successors and assigns shall, upon the District's request, execute and deliver to the District such deeds and other documents or instruments as may be reasonably necessary or convenient to give full effect to the District's reversionary interest in the Property as contemplated by such statute and this paragraph. The District may record this amendment or an appropriate memorandum contemporaneously with the closing reflecting this agreement in order to give notice of the District's interest in the property.

5. The School shall not encumber the Property or the charter school improvements or facilities constructed thereon with any additional debt without the express approval of the District. If the District denies approval, the District shall provide written reasons for such denial. The School shall not enter into any binding contract for sale, lease-purchase, or other transfer of the Property to any third party without first offering the District an opportunity to match the terms of such proposed sale, lease-purchase or transfer. The School shall disclose any such proposed terms to the District, in writing, and allow the District no less than sixty (60) days in which to match such offer, before entering any such contract for sale, lease-purchase or other transfer of the Property.
6. Excepting only the District's contribution of the proceeds of those certain general obligation bonds authorized by voters of the District for purposes of supplying the School with an improved facility, the School shall be solely responsible for the costs of the acquisition of the Property; the planning, design and construction of a facility on the Property; all costs of financing related to the Property or facility; and all costs of maintenance and operation of a new facility. The Parties agree that the provisions of the charter contract, at 13(D), related to indemnification are applicable to the obligations of the School under this paragraph 6.

AGREED AS OF THE DATE FIRST WRITTEN ABOVE:

CRESTONE CHARTER SCHOOL

**MOFFAT CONSOLIDATED SCHOOL
DISTRICT No. 2**

By Kathryn Brady
Its Director

By Rinda F. Godfrey
Its President
Attest: Dei Dellabanger
Sec.