

Fourth Amendment to Property Lease

This Fourth Amendment to the Property Lease ("Fourth Amendment") is made this ____ day of July, 2020 ("Effective Date") by and between The Ravenswood City School District ("District") and The Primary School, a California non-profit corporation ("School") (collectively the "Parties") with reference to the following facts:

WHEREAS, in January 2016, the District and the School entered into a Lease to lease the three classrooms and administrative space totaling approximately Three Thousand (3,000) square feet, which are part of the Ravenswood Child Development Center property located at 951 O'Connor Street, East Palo Alto, California ("CDC"); and

WHEREAS, in June 2016, the District and School entered into a Memorandum of Understanding and a Use, Operation, and Maintenance Agreement to develop the empty grass field located next to the CDC, where the School arranged for and provided the funding, design, and construction of six (6) new classrooms, in exchange for the use of the classrooms; and

WHEREAS, in February 2017 the Parties executed Amendment One to the Lease and the Use, Operation, and Maintenance Agreement (collectively, the "First Amendment") to extend the term through July 31, 2019 for the classrooms in use and grant an option to extend the Lease for all the classrooms for one (1) additional year through 2019-20; and

WHEREAS, in July 2018 the Parties executed Amendment Two (the "Second Amendment") to the Lease to specify the use of classrooms 1,2, and 7 in 2018-19, and the use of classroom 7 in 2019-20, in addition to the previous other classrooms in use; and

WHEREAS, in January 2020 the Parties executed Amendment Three (the "Third Amendment") to the Lease to specify the use of classrooms 3, 7, 13, 14, and 15-20, a total of ten classrooms in 2020-21, and grant an option to extend the Lease for all classrooms for one (1) additional year through 2021-22; and

NOW, THEREFORE, in consideration of the foregoing Recitals, and mutual promises and covenants of the Parties contained in this Fourth Amendment, and in exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. Lease of Classrooms

For the 2020-21 school year the School will lease classrooms 7, 13, 14, and 15-20 for a total of nine (9) classrooms. The School will not be making use of classroom 3 due to its move to the Brentwood campus.

2. Rent

The monthly rent for classrooms 7, 13, and 14 shall be Eight Thousand Ten Dollars (\$8,010), and the monthly rent for classrooms 15-20 shall be Seven Thousand Seven Hundred Sixty Dollars (\$7,760), for a total of Fifteen Thousand Seven Hundred Seventy Dollars (\$15,770) per month for the 2020-21 school year. These amounts are based on the agreed upon rent in the Third Amendment, and have been pro rated to reflect the reduction of classroom 3.

3. Continuing Effect

Except as specifically modified by this Fourth Amendment, all other Terms and Conditions set forth in the Lease, Amendment One, Amendment Two, and Amendment Three shall remain in full force and effect, and shall apply to the activities covered by this Fourth Amendment. In the event of a conflict between this Fourth Amendment and the Lease, the terms and conditions of this Fourth Amendment shall control.

4. Counterparts

This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

5. Authority to Execute Amendment

The Parties each warrant that they have the authority to execute this Amendment and that all actions have occurred, and all necessary approvals or consents have been obtained to allow each party to enter into the Amendment.

6. Effective Date

This Fourth Amendment shall be approved by the Ravenswood City School District Board of Trustees prior to execution and shall be effective the first day of the month following Board approval.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the Effective Date set forth above.

RAVENSWOOD CITY SCHOOL DISTRICT

THE PRIMARY SCHOOL
A California Nonprofit Corporation

By

By

Name

Name

Title

Title

Date

Date

Courtney Garcia

Courtney Garcia

CEO

7/15/20