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July 21, 2020

Michael Mehl
Camp Sunshine, Inc.
23601 Carrizo Dr.
Santa Clarita, CA 91355

Re: *Camp Sunshine's Rent Reduction - Amendment*

Dear Mr. Mehl:

You have requested on behalf of Camp Sunshine, Inc. DBA Sunshine Day Camp ("Company") that the Newhall School District ("District") reduce the amount of rent that the Company pays to the District in exchange for use of the land and portable childcare buildings at four school sites: Valencia Valley Elementary, Pico Canyon Elementary, Oak Hills Elementary, and Stevenson Ranch Elementary for purposes of providing childcare services. The District understands that you requested the reduction in rent due to the significant impacts on the Company's business resulting from the ongoing COVID-19 pandemic. The rental agreement entered into by the District and the Company ("Rental Agreement") provides that the Company is to make rental payments to the District ("Rent") in the amount of \$6,355.48 per month during fiscal year 2019-2020.

The District, of course, is aware of the very significant impacts that the COVID-19 pandemic has had on the District's tenant and partner businesses, and on our community generally. For that reason, the District desires to assist the Company with respect to its financial viability and ability to resume normal operations, when it is permitted to do so in light of the existing public health emergency. To that end, the Governing Board of the District has authorized the District, subject to the conditions described in this letter, to reduce the amount of Rent payable by the Company. Such reduction in Rent will take effect as of April 1, 2020, and, as of that date, the Rental Payments shall be reduced to zero. Furthermore, as of June 1, 2020, the Rent shall be reduced to **\$3,381.11** per month for the use of the land and portable childcare buildings only at Valencia Valley Elementary (\$1,804.95) and Pico Canyon Elementary (\$1,576.16).

Because the term of the Rental Agreement extends into the upcoming 2020-2021 fiscal year, which commences on July 1, 2020, the foregoing reduction in Rent shall also extend into the 2020-2021 fiscal year, but only subject to the following conditions: (i) during the period when the reduction in Rent is in effect, the District shall be entitled to use, for District educational or other purposes, any space subject to the Rental Agreement that the Company is not or will not be using; and (ii) at such time as the District in its sole discretion determines that the COVID-19-related public health emergency has resolved sufficient for the Company to resume normal operations, the District, by written notice to the Company, may require that the Company resume paying Rent in the amount determined in accordance with the Rental Agreement.

Request for Rent Reduction

Newhall School District

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For avoidance of doubt, if the Company, as provided below, accepts the reduction in Rent described in this letter, then the District, subject to the conditions herein, shall have for all times and purposes waived the right to require that the Company pay the portion of the Rent eliminated by the reduction. Note that, in addition to the conditions set forth above in this letter, the District's offer of, and the Company's acceptance of, the reduction in Rent specified in this letter are conditioned upon all of the following: (i) the reduction in Rent shall not be deemed or construed as a waiver or release by the District of any other rights the District may have pursuant to the Rental Agreement, or of any other obligations the Company may have pursuant to the Rental Agreement, including, without limitation, District rights to payment of portions of the Rent that have not been eliminated by the reduction; (ii) the reduction in Rent shall not establish a precedent applicable to any other agreement or period of time; and (iii) if any portion of the reduction in Rent provided for in this letter is disallowed and/or determined to be contrary to law (regardless of whether due to audit exception, a determination that the forgiveness constitutes a gift of public funds, or for any other reason), then, within ninety days of written notice from the District, the Company shall pay the entirety of the disallowed amount to the District.

If the foregoing terms and conditions are acceptable to the Company, please sign and date this letter where indicated below, and return it to the undersigned. The reduction in Rent specified in this letter shall take effect only upon the District's receipt of the duly approved and signed acceptance on behalf of the Company. If the District has not received the Company's acceptance within ten calendar days of the date of this letter, the District, without need to provide notice, may rescind its offer to reduce the Rent. Please contact the undersigned if you have any questions or comments regarding the foregoing.

Date Signed: July 21, 2020

By: _____

Print Name: Sheri Staszewski

Print Title: Asst. Superintendent, Business Services

Company Acceptance:

By signing below, the undersigned acknowledges and agrees that: (i) I am an authorized representative of the Company, and the Company has approved and authorized me to execute this acceptance, or I am the/an owner of the Company and I have inherent authority to execute this acceptance; and (ii) the Company accepts the reduction in Rent subject to all terms and conditions specified in this letter.

Date Signed: _____, 2020

By: _____

Print Name: _____

Print Title: _____