

AMENDMENT
LEASE AGREEMENT
LA CANADA UNIFIED SCHOOL DISTRICT
AND THE LEARNING CASTLE

This Amendment (“Amendment”) dated August 11, 2020, (“Amendment Date”) by and between the between **LA CANADA UNIFIED SCHOOL DISTRICT** (“District”) and **The Learning Castle** (“Tenant”) hereby modifies and clarifies the terms and conditions set forth into that certain lease agreement as set forth below.

1. The District and the Tenant (collectively, the “Parties”) entered into the Lease Agreement dated May 31, 2013 (collectively the “Lease”) which generally establishes the terms by which Tenant leases space at 4490 Cornishon Ave. La Cañada Flintridge, CA 91011(the “Property”).

2. Due to the nationwide emergency related to the Coronavirus (COVID-19) pandemic and its effect on the specific operations of the Tenant, the Parties have agreed to temporarily modify the terms of the Lease to maintain the mutually beneficial relationship between the Parties during the national emergency.

3. This Amendment shall establish the revisions to the Lease as set forth below and, unless explicitly stated and identified below, all terms and conditions set forth in the Lease shall remain in full and force and effect.

4. The Parties hereby agree to temporarily revise the rent payments required by the Tenant and identified as the Lease as follows: **During the course of the 2020/2021 Fiscal year, a rent holiday of two weeks will be provided to the tenant. The Tenant needs to communicate to the District the desired month in which the rent holiday will occur.** (the “Revised Rent”).

5. The District, at its sole discretion, may consider further revisions to the Lease based on the status of the COVID-19 virus, including, but not limited to, extending the current term of the Lease. However, this Amendment shall in no way be construed as guaranteeing that the District will agree to any further modifications to the Lease.

6. As set forth above, all other terms and conditions set forth in the Lease shall apply with all force and effect during the entire term of the Lease, including the period during which the Revised Rent set forth herein applies. Thus, Tenant shall remain responsible for the condition of the Property and ensure the Property is maintained in its current and safe condition throughout the Lease term.

7. As established above, the District is entering into this Amendment, and agreeing to the Revised Rent, in consideration of the unique issues created by the COVID-19 virus pandemic with respect to Tenant’s specific use of the Property. During the term of the Revised Rent, Tenant may suspend or modify its use of the Property as set forth in the Lease but in no event shall Tenant use, or allow another party to use, the Property for a different purpose other than as set forth in the

lease.

8. District makes no representation or warranty regarding the condition of the Property with respect to the COVID-19 virus and shall not be responsible or liable for any harm or damage related to the COVID-19 virus incurred by Tenant or any Tenant staff or guest entering the Property. By executing this Amendment, Tenant hereby accepts sole responsibility to take all steps necessary to comply with any law or regulation related to its use of the Property to address the COVID-19 virus throughout the term of the Lease including, but not limited to, implementing mask requirements, social distancing protocols, and providing extra sanitation through the Property. Tenant is solely responsible for determine the COVID-19 regulations or guidelines applicable to its use of the Property and ensuring compliance throughout the term of the Lease which may include temporarily limiting or stopping use of the Property based on current or future orders by the federal, state, or local government.

9. By entering into this Amendment, District is not making any implied or explicit suggestion or warranty that the Property is protected from the COVID-19 virus or otherwise safe for use. Tenant shall also defend, indemnify and hold harmless District and its Board, employees, and agents from any harm, claim, liability, or damage arising out of, caused by, or from any person claiming to have contracted, or demonstrating contraction of, COVID-19, or any related sickness or ailment as the result of entering the Property at the permission or request of Tenant and any claimed violation of any regulation related to COVID-19 arising from the Property or Tenant's use. Except as explicitly stated in the Lease, this Amendment does not require the District to take any additional responsibility for additional cleaning or sanitation obligations with respect to the Property which shall remain the sole responsibility of the Tenant.

10. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, District and Tenant have, by their duly authorized representatives, executed this Amendment, as of the Amendment Date set forth above, and agree that this Amendment shall constitute a binding agreement upon the Parties in accordance with the Lease.

[signatures on the next page]

DISTRICT:

LA CANADA UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

LESSEE:

THE LEARNING CASTLE

By: _____

Its: _____