

**AMENDMENT TO LEASE AGREEMENT BETWEEN
LA CANADA UNIFIED SCHOOL DISTRICT
AND
CHILD EDUCATIONAL CENTER, CALTECH/JPL**

(OAK GROVE REAL PROPERTY)

THIS AMENDMENT made and entered into this 18th day of December 2020 (“Effective Date”), by and between the La Canada Unified School District (hereinafter “Landlord”) and Child Educational Center Caltech/JPL Community (hereinafter “Tenant”) (individually a “Party” and collectively “the Parties”).

RECITALS

WHEREAS, Landlord owns certain property located at 140 Foothill Boulevard, La Canada, CA 91011 known as the former Oak Grove Elementary School Site (“Property”);

WHEREAS, on July 1, 2020, the Parties entered into a written lease agreement (the “Lease”) in which the Landlord allowed Tenant to lease portions of the Property as set forth in the Lease;

WHEREAS, due to the financial difficulties created by the Coronavirus (“COVID-19”) pandemic, the Parties agreed to temporarily defer the rental payment owned by Tenant for the remainder of the fiscal year as set forth herein;

WHEREAS, where any Article or portion of the Lease is amended or superseded by this Amendment, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment, taken together with the Lease, represents a new Lease Agreement and understanding between the Parties.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Rent**. As set forth in Section 4 of the Lease, Tenant is obligated to pay monthly rent during the Term of the Lease, which is established as the Base Monthly Rent of Forty-Four Thousand Six Hundred Ninety-five and 98/100 Dollars (\$44,695.98), to be adjusted pursuant to the adjustment process set forth in Section 4 of the Lease (the “Rent Adjustment Process”). The Rent owed by Tenant shall not change pursuant to this Amendment but instead, the Tenant is granted a temporary deferment from paying rent as set forth below.

(a) Deferment Period. Commencing on the Effective Date of this Amendment (as defined above) through June 30, 2021 (the "Rent Deferment Period"), Tenant shall not be obligated to pay the monthly Rent Amount during the Rent Deferment Period but shall continue to have the right to use and operate the Property as set forth in the Lease. However, the Rent that would have otherwise been owed and paid by Tenant during the Rent Deferment Period shall be calculated and paid after the Rent Deferment Period as set forth below.

(b) Repayment of Deferred Rent. The amount of rent deferred pursuant to this Amendment totals \$268,175.88 which is calculated as the monthly rent times the six month deferred period. After the Rent Deferment Period, Tenant shall be required to repay the Deferred Rent that was deferred to Landlord starting on January 1, 2021 plus a three percent (3%) increase rate which totals \$276,221.16 (the "Deferred Rent") which will be paid in equal installments over the Repayment Term, as defined below, in addition the Monthly Rent due for the use of the Property after the Deferred Period. Tenant's failure or refusal to repay the Deferred Rent shall constitute an "Event of Default" as set forth in Section 24 of the Lease. The three percent (3%) increase is provided in consideration for the Rent Deferred Period.

(c) Repayment Term. After the Rent Deferment Period, Tenant shall be required to repay the Deferred Rent that was deferred to Landlord starting on January 1, 2022 and paid in equal installments over the next six (6) years (the "Repayment Term") which will total \$3,836.40 per month. However, in the event Tenant breaches the separate School Site Lease entered between the Parties by failing to provide the Care Services as defined therein, the Repayment Term will be automatically revised to three (3) years and the payment will be changed to \$7,672.81 (the "Alternate Payment"). The Landlord, at its sole discretion, shall determine if the Alternative Payment will go in effect due to Tenant's failure to provide the Care Services required by the School Site Lease by providing written notice to Tenant.

(d) Rent after the Deferred Period. Tenant's rent obligations, as set forth in Section 4 of the Lease, will recommence and continue with no additional deferment, on July 1, 2021. The rent due after the Rent Deferment Period will be calculated based on the adjustment process set forth in Section 4. If Tenant fails or refuses to pay rent after the Rent Deferment Period, Landlord may terminate the Lease in accordance with Section 24 of the Lease.

(e) Rights During the Deferment Period. Both Parties' rights and obligations set forth in the Lease with respect to the Property shall remain in full force and effect during the Rent Deferment Period. If Tenant fails or refuses to repay the Deferred Rent pursuant to the process set forth herein after the Rent Deferment Period, Landlord may terminate the Lease and this amendment

(f) Rent after the Deferment Period. After the Deferment Period and starting on July 1, 2021, Tenant shall be responsible for making the Rent payment for all months of the Term after the Deferment Period on a monthly basis as established and set forth in

Section 4. The rent payment due after the Deferment Period shall be in addition to the repayment of the Deferred Rent pursuant to the process set forth above.

2. Terms of this Amendment.

(a) Severability. If any provision in this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(b) Entire Agreement, Waivers and Amendments. This Amendment, along with the provisions of the Lease that have not been altered or removed pursuant to this Amendment, incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. Except as otherwise stated herein, the Lease does not include any terms, conditions, representations, or warranties made or offered by either Party, including, but not limited to, any proposals submitted by Tenant regarding the Lease extension. The terms and conditions set forth in this Amendment, shall constitute the lease agreement and apply to Tenant's use of the Property from the Effective Date through the end of the Term. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Amendment must be in writing and executed by the Parties.

(c) Execution in Counterpart. This Amendment may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

(d) Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and Tenant and Landlord acknowledge and agree that they are each bound by the same.

(e) Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Amendment, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party.

(f) Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Amendment shall be deemed to be inserted herein and the Lease shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party the Lease shall forthwith be physically amended to make such insertion or correction.

(g) Cooperation. Landlord and Tenant acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set out in this Amendment. Both Landlord and Tenant hereby agree to cooperate with each other by executing such other documents or taking such

other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Amendment.

(h) Nonliability of Officials. No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

(i) Third Party Beneficiaries. Nothing in this Amendment shall be construed to confer any rights upon any party not signatory to this Amendment.

3. COVID-19 Considerations. Landlord 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.

By entering into this Amendment, Landlord 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 Landlord 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 Landlord 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.

4. Schedule of Payment. For clarity, the following is provided as schedule of the deferment payment as set forth above. The following does not change the terms set forth above but instead, is provided for reference to establish the payments required herein.

- (a) Deferred Period: 1/1/21 through 6/30/21 (6 months)
- (b) Total Rent during Deferred Period \$44,695.98 times 6 months = \$268,175.88
- (c) Multiply Deferred rent by 3% interest rate = \$276,221.16
- (d) Period when Deferred Rent will be paid back: 1/1/22 – 1/1/28 (6 years or 72 months)*

- (e) Monthly Deferred Rent payment owed starting 1/1/22: \$3,836.40 (over 72 months)*

*If CEC stops Child Care Services

- (f) Period when Deferred Rent will be paid back: 1/22/22 – 1/1/25 (3 years or 36 months)
- (g) Monthly Deferred Rent payment owed starting on 1/1/22: \$7,672.81 (over 36 months)

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date.

LA CANADA UNIFIED SCHOOL LANDLORD

By: *Mandy A. Donette*
Its: *Superintendent*

CHILD EDUCATIONAL CENTER
CALTECH/JPL COMMUNITY

By: *Joshua McKeithan*
Its: *Executive Director*