

SECOND AMENDMENT TO LEASE AGREEMENT

(Pink Tower Inc., Wing E Lease)

This Second Amendment to Lease Agreement ("Second Amendment") is made and effective as of August 8, 2019 ("Effective Date"), by and between **Santa Clara Unified School District**, a California public school district ("Lessor"), and **Pink Tower Inc., dba AppleSeed Montessori School**, a California corporation ("Lessee"). Lessor and Lessee are hereafter referred to as "Parties," and individually as a "Party."

RECITALS

A. Lessor and Lessee entered into that certain Lease Agreement dated August 1, 2012, whereby Lessor leased to Lessee a portion of the School Site commonly known as Patrick Henry School Site, containing approximately 10,800 sq. ft. of building area in Wing E ("Lease"). The square footage remaining in the Lease is approximately 5,670.

B. By its terms, the current Lease term will expire July 31, 2019. The current Lease is year to year.

C. The Parties desire to terminate the Year to Year provision in the Lease and instead renew the Lease term for an additional year through July 31, 2020 with a month to month termination clause for the Lessee. The District will not terminate the Lease prior to July 31, 2020.

D. The annual rent increase is a fixed five percent (5%) annual increase for the Term of the extension.

NOW, THEREFORE, in consideration of the mutual obligations set forth in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Second Amendment agree as follows:

AGREEMENT

1. **Definitions.** All capitalized terms shall have that meaning as defined in the Lease, unless expressly defined to the contrary herein.

2. **The Term.** The Term of the Lease is extended for one (1) year and shall terminate on July 31, 2020. With mutual agreement of the Parties, the Lease may be reduced or extended on a month to month basis.

3. **Miscellaneous.**

3.1 **No Other Amendments.** Lessor and Lessee agree that there are no other amendments to the Lease other than the amendments contained in this First Amendment and Second Amendment, and that all other terms and conditions of the Lease are in full force and effect.

3.2 **Conflict.** In the event of conflict between the terms of the Lease, the First Amendment, and this Second Amendment, the Parties intend that the terms and conditions contained in this Second Amendment shall control and prevail.

3.3 Authority. Each of the Parties to the Second Amendment personally represents and warrants that he or she has full authority to sign this Second Amendment on behalf of the Party for which he or she signs.

3.4 Counterparts. This Second Amendment may be executed in several counterparts, and may be delivered by facsimile or other means of electronic transmission, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date first above written.

LESSOR:

Santa Clara Unified School District,
a California public school district

By: _____
Name: Eric Dill
Title: CBO

LESSEE:

Pink Tower Inc., dba AppleSeed Montessori School,
a California corporation

By: _____
Name: Diane Hsu
Title: Secretary