

**SECOND AMENDMENT TO
LEASE AGREEMENT**

This SECOND AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is dated as of June 6, 2021 (“Effective Date”), and is entered into by and between 2670 Griffin Education Center, Inc., a California nonprofit public benefit corporation (“Landlord”), and The Los Angeles Leadership Primary Academy, a separately chartered division of The Los Angeles Leadership Academy, a California corporation (“Tenant”).

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement, dated September 1, 2012 (as amended by that First Amendment to Lease Agreement, dated as of December 22, 2016, the “Original Lease” and as amended by this Amendment, the “Lease”). Any capitalized term used herein but not defined herein has the meaning set forth in the Original Lease.

B. Landlord and Tenant wish to extend the lease for the term of 60 months beginning September 1, 2021.

C. Landlord and Tenant wish to allow Tenant to sublease 22 parking spaces in a parking lot adjacent to the property from the Landlord for an additional \$2,400 per month.

D. Landlord and Tenant wish to amend the Original Lease to effectuate annual adjustments for the consumer price index.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Landlord and Tenant agree as follows:

1. Amendments to Lease.

(a) The paragraph in the section entitled “Base Rent and Enrollment” in the Basic Lease Provisions of the Lease is hereby amended and restated in its entirety as follows:

“Base Rent Year One and Thereafter: \$38,113.98, payable on the first of each month commencing September 1, 2021 and terminating August 31, 2026.

(b) The “Lease Term” shall be extended as follows:

“**Lease Term:** Beginning on September 1, 2021 and ending on the last day of the 60th full calendar month thereafter.”

(c) The paragraph in Section 13 of the Original Lease is hereby amended and restated in its entirety as follows:

“**Parking.** Tenant shall be entitled to park seventeen (17) vehicles in those areas designated by Landlord subject to Tenant’s obligation to comply with all Legal Requirements, the terms of this Lease and all rules and regulations which are prescribed from time to time by Landlord. Tenant has the option to sublease 22 additional parking spaces from the Landlord, such option to be exercised by tenant at any time during the lease period upon 30 days written notice to landlord.”

(d) The Original Lease is hereby amended to include the following new Section 41:

“**41. CPI Increases during Original Term.** On the first day of the Original Term and on each anniversary thereof during the Original Term, the Base Rent shall increase by the CPI Increase multiplied by the Base Rent for the immediately preceding Lease year; provided that, in no event shall the Base Rent be an amount which is less than the Base Rent which was due for the immediately preceding Lease year. The definitions and provisions relating to “CPI Increase”, “Cost of Living Index” and “BLS” in clause (g) of Section 40 shall apply to this Section 41, *mutatis mutandis.*”

2. Entire Agreement. The Lease constitutes the complete and entire agreement of the Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained in the Lease, and any prior agreements, promises, negotiations, or representations are superseded by the Lease. The Lease may not be amended except by an instrument in writing signed by both parties hereto.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed and shall constitute a single, integrated original document, and such executed counterparts may be delivered electronically.

4. Captions. The captions inserted in this Amendment are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Amendment, or any provisions hereof, or in any way affect the interpretation of this Amendment.

5. Choice of Law and Severability. Construction and interpretation of this Amendment shall be governed by the laws of the state of California, excluding any principles of conflicts of laws. If any clause or provision of this Amendment is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Amendment shall not be affected thereby. It is also the intention of the parties to this Amendment that in lieu of each clause or provision of this Amendment that is illegal, invalid or unenforceable, there be added, as part of this Amendment, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

6. Lease in Full Force and Effect. Except as herein provided, all of the terms and provisions of the Original Lease are incorporated herein by reference and are hereby ratified and affirmed, and the Original Lease (as amended hereby) remains in full force and effect.

[SIGNATURE PAGE TO SECOND AMENDMENT TO LEASE AGREEMENT]

IN WITNESS WHEREOF, Landlord and Tenant have executed this SECOND AMENDMENT TO LEASE AGREEMENT as of the day and year first above written.

TENANT:

The Los Angeles Leadership Primary Academy, a separately chartered division of The Los Angeles Leadership Academy, a California corporation

By: _____

Name: _____

Its: _____

LANDLORD:

2670 Griffin Education Center, INC., a California nonprofit public benefit corporation

By: _____

Name: _____

Its: _____