

LEASE AMENDMENT #5

THIS LEASE AMENDMENT ("Lease Amendment #5") dated as of September 15, 2020, is attached to and made a part of that certain printed Lease Agreement ("Lease") entered into by and between Water Court, LLC ("Lessor") and River Oaks Academy Charter School Corporation, a California nonprofit public benefit corporation, operating River Oaks Academy Charter School, a California public charter school ("Lessee") dated November 19, 2013 for the Premises consisting of approximately 7,054 rentable square feet located at 920 Hampshire Road, Suites V & X, Thousand Oaks, CA. The promises, covenants, agreements and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Lease. To the extent that any terms or provisions of this Lease Amendment #5 are inconsistent with any terms or provisions of the Lease, the terms and provisions of this Lease Amendment #5 shall prevail and control for all purposes. All capitalized terms used in this Lease Amendment #5 shall have the same meanings assigned to them in the Lease, if any, unless otherwise specified in the Lease Amendment #5.

NOW, THEREFORE, in consideration of the Agreement hereinabove set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Lease Agreement as follows:

1. EXPIRATION DATE. The expiration date of this lease is extended until February 28, 2026.
2. BASE RENT. Commencing March 1, 2021, Lessee hereby agrees to pay \$11,791.91 per month as Base Rent for the Premises.
3. BASE RENT ESCALATIONS. Commencing March 1, 2022, the monthly Base Rent will escalate on March 1<sup>st</sup> of every year by a fixed three percent (3%) per annum.
4. RADON. Lessee is aware that radon gas has been detected in some of the buildings at the subject Property and Lessor has completed all necessary mitigation.
5. LESSOR'S WORK / CONDITION OF PREMISES. Lessor, at Lessor's sole cost and expense, will install new building standard flooring within suite 920-V (1,470 rentable square feet), in Lessee's choice of color. Although Lessor's vendor will move the furniture, Lessee will be responsible to empty all file cabinets and desk drawers, as well as disconnecting and unplugging all CPU's, phone and or fax equipment. All personal and or business effects and or belongings will need to be moved out of the Premises including but not limited to the computer/phone equipment, décor, photos, plants, etc.
6. TERMITES. References herein to an "Infestation" is a reference to a termite infestation within the Premises.
  - (a) Lessee shall promptly notify Lessor of any evidence of an Infestation. Lessor shall also have the right to inspect the Premises for an Infestation under paragraph 32 of the Lease. In the event that Lessee knows or reasonably should have known of an Infestation and fails to timely notify Lessor thereof, this failure shall be considered an "abuse or misuse" as defined in paragraph 7.1 of the Lease such that Lessee shall be solely responsible therefor.
  - (b) In the event of an Infestation, Lessor shall have the sole right to determine the scope of any work required to remedy the Infestation (the "Work"). Lessee agrees to reasonably co-operate (using a standard of commercial reasonableness) with the Work as determined by Lessor. In connection therewith, Lessee agrees as follows:
    - (i) Once the scope of the Work has been determined, Lessee shall provide access therefor within thirty (30) days. A failure to do so shall constitute a non-monetary default under the Lease. Additionally, Lessee agrees to pay a \$250.00 assessment for each day thereafter until access is afforded for the Work;
    - (ii) Once a date for the Work has been agreed upon, should Lessee fail to provide access without a forty-eight hour notice of cancellation, Lessee shall pay an assessment of \$250.00 for each time this occurs; and,
    - (iii) The assessments provided for herein are agreed by the parties to be a reasonable assessment of the damage caused to Lessor due to Lessee's violation thereof.

In connection with the Work, the parties agree as follows:

- (a) Except in the event the infestation is due to an "abuse or misuse" as defined in paragraph 7.1 of the Lease, Lessor shall be responsible for the cost of the exterminator. If Lessor determines that the Work can be implemented by "spot treatment" during business hours, Lessor shall not be responsible for any damage to the premises or other loss, including lost revenue. Should Lessee object to this treatment during business hours, then Lessor will perform the work during non-business hours. In said event,

INITIALS	
LESSOR	LESSEE

Lessee shall be solely responsible for additional costs related to the work being performed during non-business hours, including, but not limited to overtime or other labor costs incurred by Lessee; and,

- (b) If the nature of the Work required that the Lessee’s business be closed, including if the Premises or the building requires tenting, then they further agree as follows: (i) Lessor shall be responsible for the cost of the exterminator; (ii) Lessor shall not be responsible for any damage to the premises or other loss, including lost revenue.

7. COVID-19. Notwithstanding any other provision set forth in the Lease, or applicable law, Lessee acknowledges the current COVID-19 pandemic and agrees that it, together with any governmental orders related thereto, shall not constitute grounds to excuse its performance under the Lease, including, but not limited to, the payment of rent and other charges as they fall due.

**This Lease Amendment #5 sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. As amended herein, the Lease Agreement between the parties shall remain in full force and effect. This Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by, to, or between Lessor and Lessee and their respective agents and employees with respect to the subject matter thereof and none shall be used to interpret, construe, supplement or contradict this Lease.**

**This Lease has been prepared by WESTOAKS COMMERCIAL GROUP, INC., a California Corporation, at the request of Lessor and Lessee who are herein referred to as "The Parties" without regard to number or gender. The parties have been advised to have this document reviewed by their own independent counsel, and confirm that in signing of this document, they have not relied on any acts or conduct of WESTOAKS COMMERCIAL GROUP, INC., and its agents, with regard to the interpretations or meaning of this document. The Parties jointly and severally waive any and all claims, actions, demands, and loss against WESTOAKS COMMERCIAL GROUP, INC., its agents, employees, and each of them, that a Party may incur by reason of act, error, or omission in the preparation of this document and in its interpretation and meaning, whether or not the interpretation or meaning is the result of Compromise and settlement among Parties, or the result of determination by court or arbitration panel of competent jurisdiction. The preceding waiver provisions have been negotiated by and between the parties on the one part, and WESTOAKS COMMERCIAL GROUP, INC., on the other part.**

INITIALS	
LESSOR	LESSEE

LESSOR  
Water Court, LLC

LESSEE  
River Oaks Academy Charter School Corporation, a  
California nonprofit public benefit corporation, operating  
River Oaks Academy Charter School, a California public  
charter school

\_\_\_\_\_  
Tom Miller or Laura Edrick                      Date

\_\_\_\_\_  
Terri Childs    Date  
Board President

INITIALS	
LESSOR	LESSEE