

**AMENDMENT NO. 3 BETWEEN
COSUMNES COMMUNITY SERVICES DISTRICT
AND
CALIFORNIA MONTESSORI PROJECT**

This Amendment No. 3 to the Lease Agreement (“Amendment”) is made and entered into this ___ day of June, 2023 (“Effective Date”) by and between Cosumnes Community Services District (“Landlord”) and California Montessori Project, a California Charter School (“Tenant”).

RECITALS

WHEREAS, Landlord and Tenant entered into an Agreement, dated July 1, 2013, as amended by Amendment No. 1 on May 3, 2018, and Amendment No. 2 on December 29, 2021 (collectively, the “Agreement”) for use of the Elk Grove Recreation Center located at 8828 Elk Grove Boulevard, Elk Grove, California (“Premises”), for the specific use and purpose of operating a charter school;

WHEREAS, the current Term of the Agreement is scheduled to expire at midnight on July 1, 2023;

WHEREAS, Section 2.1 of the Agreement provides that the Parties shall have the option to extend the Agreement for an additional period of five (5) years, and that such option may be approved by the General Manager of Landlord; and

WHEREAS, Landlord and Tenant desire to extend the term of the Agreement for an additional five (5) years subject to the terms and conditions of the Agreement, except to the extent modified in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants, warranties, and promises contained herein, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

TERMS

1. Section 2.1. In accordance with Section 2.1 of the Agreement, Landlord and Tenant agree to extend the Agreement for the five (5) year Option Term, as such term is defined in Section 2.1. Upon execution of this Amendment, the Agreement shall terminate at midnight on July 1, 2028, unless terminated earlier as provided in the Agreement.

2. Execution of Amendment. In accordance with Section 7.4 of the Agreement, this Amendment shall only be effective upon execution by Landlord and Tenant.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Entire Agreement. The Amendment represents the entire understanding of the Landlord and Tenant as to those matters contained in this Amendment, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered in this Amendment, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

5. Severability. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.

6. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

7. Brokers. Landlord and Tenant each represents to the other that it has had no dealings with any real estate broker, agent, or finder in connection with the negotiation of this Amendment. Each party shall indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorneys' fees) for any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent, or finder.

8. Tenant's Acceptance of Modular "As Is". Tenant hereby accepts the Modular in its "As Is" condition consistent with Section 2.7 of the Agreement.

9. Full Force and Effect. Except as modified by this Amendment, in all other respects the Agreement is hereby ratified and affirmed and remains in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement or subsequent amendments, it shall mean the Agreement as amended by this Amendment. Capitalized terms in this Amendment without definition shall have the meaning given to such terms in the Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Effective Date.

TENANT:

CALIFORNIA MONTESSORI PROJECT

By: _____

Attest:

By: _____

LANDLORD:

**COSUMNES COMMUNITY SERVICES
DISTRICT**

By: _____
Phillip Lewis, General Manager

Attest:

By: _____
Elenice Gomez, District Clerk