

**AMENDMENT NO. 4 BETWEEN
COSUMNES COMMUNITY SERVICES DISTRICT
AND
CALIFORNIA MONTESSORI PROJECT**

This Amendment No. 4 to the Lease Agreement (“Amendment”) is made and entered into on June _____, 2024 (“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, Amendment No. 2 on December 29, 2021, and Amendment No. 3 on June 20, 2023 (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, Tenant desires, and Landlord agrees, for Tenant to lease two (2) additional classroom spaces, commonly referred to as Classrooms 2 and 3, located at the same site as the Premises and more particularly described and depicted in Exhibit “A-1” attached hereto and incorporated herein by this reference (“Classrooms”).

WHEREAS, the Classrooms are part of a building that additionally houses workspace for Landlord and, as such, all expenses related to the Classrooms’ building will be divided between Tenant and Landlord based on square footage usage, subject to specific exemptions as provided in this Amendment No. 4; the Classrooms constitute 94% of its building.

WHEREAS, Tenant’s use of the Classrooms shall be incorporated into the current Agreement, and such use shall terminate and be of no further effect concurrently with the termination of the Agreement unless otherwise agreed to, in writing, by the Parties.

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. Exhibit “A-1”. Exhibit “A” to the Agreement is hereby amended to include Exhibit “A-1” attached hereto and incorporated herein by this reference. Except as otherwise amended with the additional of Exhibit A-1, Exhibit A shall continue in full force and effect.

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 Classrooms "As Is". Tenant hereby accepts the Classrooms 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: _____
Molly Lebed, Deputy District Clerk

Approved as to form:

By: _____
Sigrid Asmundson, District Counsel

EXHIBIT A-1

Commencing August 1, 2024, Tenant shall lease Classrooms 2 & 3 consisting of approximately 2,370 total square feet of space located on the Premises for the Term of the Agreement. Tenant shall pay to Landlord a monthly payment of Seven Thousand Two Hundred Seventy Two Dollars (\$7,272) for lease of the Classrooms, which amount shall be due and paid concurrently with all other Rent, and subject to the same terms and conditions, as set forth in Section 2.2.1. The amount set forth in this Section represents a monthly base rent of \$5,925, \$1,347 Common Area Maintenance Charges, as such term is defined in this paragraph. The Utilities for Tenant's portion of the Elk Grove Recreation Center are referred to as "Common Area Maintenance." Common Area Maintenance Charges include electricity, gas, water, sewer, refuse removal, common area custodial and landscaping, and insurance as provided by Landlord (collectively "Utilities"). Custodial service requested by Tenant and approved by Landlord that is in addition to Common Area Maintenance services shall be calculated by Landlord on January 1 of each year and shall be paid by Tenant on a monthly basis and concurrently with Base Rent payments and Utility payments.

Commencing January 1, 2025 and each calendar year thereafter, Common Area Maintenance charges shall be recalculated based on the preceding fiscal year's Utilities charges for the entire Elk Grove Recreation Center and divided by the percentage of square footage to be used by Tenant with the exception of refuse removal and landscaping services which will be calculated at 100% of the square footage based on the Tenant having full use of those services.