

AMENDMENT TO LEASE AGREEMENT
24823 WALNUT STREET, NEWHALL, CA 91321

THIS AMENDMENT TO LEASE AGREEMENT (this "Amendment") dated as of March 20, 2019 is between the Governing Board of WILLIAM S. HART UNION HIGH SCHOOL DISTRICT ("Lessor") and VOLUNTEERS OF AMERICA OF LOS ANGELES ("Lessee").

RECITALS

Lessor and Lessee are parties to a Lease Agreement dated November 01, 2006, (the "Lease"). Lessor and Lessee now wish to amend the Lease.

NOW, THEREFORE, the parties to this Amendment hereby agree as follows:

Article I. Amendment to Lease. Lessor and Lessee amend the Lease as follows

- 1.1 Term. In Section 2 of the Lease, "The term of this Lease shall be for the period beginning the 1st day of November, 2006 and ending the 30th day of June, 2007 as mutually agreed upon the parties. This Lease shall be automatically renewed for successive one-year terms, unless written notice is provided by either party 180 days prior to the end of each successive term." is deleted and replaced with: "The term of this Lease shall be for the period beginning the 1st day of July 2019 and ending the 30th day of June, 2020 as mutually agreed upon by the parties. This Lease shall be automatically renewed for four (4) successive one-year terms (each one-year term a "Successive Term"), unless written notice is provided by either party ninety (90) days prior to the end of each successive term."
- 1.2 Rent. Section 3 of the Lease is deleted in its entirety and replaced

with the following: “Lessee shall pay Lessor One Thousand Two Hundred Dollars (\$1,200) per month payable each month on the first day of each month. On July 1 in each Successive Term, the monthly base rent shall be increased by an amount (the “Adjustment Amount”) determined by multiplying the then-current monthly base rent by a fraction, the numerator of which shall be the CPI West B/C, utilizing the December CPI figure, in comparison with the CPI figure for the same calendar month 12-months previously. Notwithstanding the foregoing, in no event shall the monthly rent ever be reduced, nor shall any Adjustment Amount ever be more than 5-percent greater than the monthly rental amount in effect immediately prior to such adjustment.

- 1.3 Attorney’s Fees. Section 13 of the Lease is deleted in its entirety and replaced with the following: “Notwithstanding anything to the contrary, the prevailing party in any action brought by either party to this Lease based on any claim arising under this Lease shall not be entitled to reasonable attorney’s fees.

Article II. General.

2.1 Lease. Except as expressly amended by this Amendment, the provisions of the Lease shall remain in full force and effect.

2.2 Governing Law and Venue. This Amendment shall be construed in accordance with the laws of the State of California. Any action, arbitration, mediation, or other proceeding arising from this Amendment shall be initiated and conducted in the County of Los Angeles, State of California.

2.3 Recitals, Titles, and Headings. The recitals set forth herein are hereby incorporated as operative and effective provisions of this Amendment. Any headings or titles used in this Amendment are for convenience of reference only and are not part of the substance of this Amendment.

2.4 Partial Invalidity. If, for any reason, a court of competent jurisdiction determines that any provision of this Amendment is to any extent invalid, unenforceable, or void, which determination becomes final, each of the other provisions of this Amendment shall remain in effect and shall be construed, to the fullest extent permitted by law, to effect the intent of the invalid, unenforceable or void provision.

2.5 Entire Agreement. This Amendment represents the entire understanding of the Lessor and Lessee with respect to the matters addressed herein, and this Amendment supersedes and cancels all prior and contemporary understandings, promises or representations relating to such matters, whether written or oral. Prior to execution and delivery of this Amendment, the Lessor and Lessee have received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Amendment and the meaning of the provisions herein. Therefore, the provisions of this Amendment shall be construed based on their fair and reasonable meaning, and not for or against any party based on whether such party or its legal counsel was primarily responsible for drafting this Amendment or any particular provision herein.

2.6 Execution in Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties and delivered to each of the parties.

2.7 Due Authority of Signatories. Each person signing this Amendment on behalf of either the Lessor or Lessee represents and warrants that he/she has been duly authorized by appropriate action of the Lessor or Lessee to sign, and thereby bind the Lessor or Lessee to, this Amendment.

[THE REMAINDER OF THIS PAGE IS BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

William S. Hart Union High School
District

Volunteers of America, Los Angeles

By: _____
President of the Board of Trustees

By: _____
President of the Board of Trustees

Attest:

Attest:

By: _____
Clerk of the Board of Trustees