

LEASE AMENDMENT #1

THIS LEASE AMENDMENT ("Lease Amendment #1") dated as of May 15, 2018, 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 January 19, 2016 for the property consisting of approximately 860 rentable square feet located at 910 Hampshire Road, Suite B, 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 #1 are inconsistent with any terms or provisions of the Lease, the terms and provisions of this Lease Amendment #1 shall prevail and control for all purposes. All capitalized terms used in this Lease Amendment #1 shall have the same meanings assigned to them in the Lease, if any, unless otherwise specified in the Lease Amendment #1.

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, 2021.
2. BASE RENT SCHEDULE.

March 1, 2019 - April 30, 2019:      \$1,733.51 per month;  
May 1, 2019 – April 30, 2020:      \$1,785.52 per month;  
May 1, 2020 – February 28, 2021:    \$1,839.08 per month.

3. SECURITY DEPOSIT. It is agreed and understood at that Lessee currently has on account with Lessor a Security Deposit in the amount of \$1,733.51. Upon execution of this Lease Amendment #3, Lessee will deposit with Lessor \$105.57 to establish the required Security Deposit to be equal to the last month's Base Rent.
4. CONDITION OF PREMISES. Lessee will continue to lease the Premises in an "as-is" condition.
5. 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.
6. COPIES OF LEASE DOCUMENTS. It is agreed and understood that Lessee (or Tenant) will be given a fully executed original Lease Agreement for their files. It is further agreed and understood that should Lessee request a copy of said Lease Agreement from Lessor or Lessor's Agent, there will be a fee of \$15 for each and every copy requested paid to the entity making the copy. This fee is subject to increase at any time without notice. Please inquire as to the cost prior to requesting a copy of your Lease Agreement. Said fee will be paid prior to copy being picked up.
7. HVAC. It is agreed and understood between Lessor and Lessee that HVAC was installed and designed in the Premises for a standard office user. Should Lessee's use deviate from standard office use, it is agreed and understood that Lessor is under no obligation to fix, adjust, modify or install additional ducting to provide additional air flow and or air balancing to said offices. Further, Lessor is under no obligation to adjust air balancing to satisfy personal preferences of Lessee's employees. For example, two offices next door to one another share one thermostat. An employee in one office prefers the office to be cold and then an employee in the second office prefers the office to be hot. This is a personal preference, not a mechanical issue with the air conditioning unit; therefore not the Lessor's responsibility to correct.
8. CONSTRUCTION NOISE. Tenant acknowledges that the Premises is part of multi-tenant buildings complex. As a result, both in the Common Areas and in the other leased areas of the Project, there is occasional construction conducted either by Lessor or other tenants. Controlling over any other provision of the Lease, during periods of said construction, by either Landlord or other tenants within the Project, Landlord shall not be liable for any damage whatsoever arising therefrom, including, but not limited to, lost profits or consequential damages, due to said construction. Tenant expressly waives the right to bring any claim for said damages, including any abatement in Rent, and covenants not to sue therefor.

INITIALS	
LESSOR	LESSEE

9. MULTI TENANT BUILDING. Lessor makes no representations, warranties and or guarantees in regards to noise between the adjoining offices and or Lessee's own interior offices. Lessee is aware that Lessee will be occupying space in a multi-tenant building with tenants surrounding Lessee's premises. Lessee may hear noise from time to time from the adjoining spaces in the normal course of business. Although Lessor provides insulation in the demising walls, Lessor does not provide soundproofing materials as part of the building standard improvements. If Lessee requires said soundproofing (i.e. quiet rock or soundboard), any and all costs related to that will be at the expense of Lessee, and at no cost or expense to Lessor.
  
10. LESSEE'S WORK. Lessee, at Lessee's sole cost and expense, shall be entitled to make non-structural modifications/improvements to the interior of the Premises, subject to Lessor's prior approval of construction and working drawings, which such approval shall not be unreasonable withheld. Lessee shall utilize its own architect and contractor to obtain the necessary city permits to perform the improvements within the Premises. Notwithstanding anything to the contrary contained in this Lease, any contractor hired by Lessee shall provide Lessor or Lessor's agent with a certificate of insurance showing proof of commercial general liability insurance equal to or better than \$1,000,00.00 per occurrence. Said certificate of insurance shall name both the Lessor and Lessor's agent as additional insured. Lessee agrees that Lessee's work will be coordinated with surrounding occupants to cause the least amount of inconvenience. Lessee and Lessee's contractor shall not utilize Lessor's 40 yard roll off for disposal of any construction waste. Any and all improvements completed by Lessee shall be maintained by Lessee during the entire term of the lease any extension thereof. Lessor shall not be responsible for making any repairs and or replacements to improvements installed by Lessee.
  
11. SMOKING. Lessee shall not suffer or permit the consumption of tobacco or marijuana smoking or vaping or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas. Lessor has designated two areas with the Office Building Project for smoking, including vapor. Attached hereto and made a part of this agreement by reference is a site map identifying the approved smoking areas. Smoking will not be permitted anywhere else with the Office Building Project. Lessee will be required to enforce this rule as to their employees and guests. After an initial warning, Lessee will be assessed \$250.00 for each violation of this rule.
  
12. SMOKING CONTINUED. Neither smoking nor vaping are permitted within the Building at any time.

This Lease Amendment #1 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 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.**

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

INITIALS	
LESSOR	LESSEE

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

\_\_\_\_\_  
Jennifer Berryhill      Date  
Board President

INITIALS	
LESSOR	LESSEE

LEASE AMENDMENT #3

THIS LEASE AMENDMENT ("Lease Amendment #3") dated as of May 15, 2018, 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 property consisting of approximately 5,584 rentable square feet located at 920 Hampshire Road, Suites V-2 and 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 #3 are inconsistent with any terms or provisions of the Lease, the terms and provisions of this Lease Amendment #3 shall prevail and control for all purposes. All capitalized terms used in this Lease Amendment #3 shall have the same meanings assigned to them in the Lease, if any, unless otherwise specified in the Lease Amendment #3.

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, 2021.
2. BASE RENT SCHEDULE.  

March 1, 2019 - April 30, 2019:	\$8,542.50 per month;
May 1, 2019 – April 30, 2020:	\$8,798.78 per month;
May 1, 2020 – February 28, 2021:	\$9,062.74 per month.
3. SECURITY DEPOSIT. It is agreed and understood at that Lessee currently has on account with Lessor a Security Deposit in the amount of \$8,052.13. Upon execution of this Lease Amendment #3, Lessee will deposit with Lessor \$1,010.61 to establish the required Security Deposit to be equal to the last month's Base Rent.
4. CONDITION OF PREMISES. Lessee will continue to lease the Premises in an "as-is" condition.
5. 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.
6. COPIES OF LEASE DOCUMENTS. It is agreed and understood that Lessee (or Tenant) will be given a fully executed original Lease Agreement for their files. It is further agreed and understood that should Lessee request a copy of said Lease Agreement from Lessor or Lessor's Agent, there will be a fee of \$15 for each and every copy requested paid to the entity making the copy. This fee is subject to increase at any time without notice. Please inquire as to the cost prior to requesting a copy of your Lease Agreement. Said fee will be paid prior to copy being picked up.
7. HVAC. It is agreed and understood between Lessor and Lessee that HVAC was installed and designed in the Premises for a standard office user. Should Lessee's use deviate from standard office use, it is agreed and understood that Lessor is under no obligation to fix, adjust, modify or install additional ducting to provide additional air flow and or air balancing to said offices. Further, Lessor is under no obligation to adjust air balancing to satisfy personal preferences of Lessee's employees. For example, two offices next door to one another share one thermostat. An employee in one office prefers the office to be cold and then an employee in the second office prefers the office to be hot. This is a personal preference, not a mechanical issue with the air conditioning unit; therefore not the Lessor's responsibility to correct.
8. CONSTRUCTION NOISE. Tenant acknowledges that the Premises is part of multi-tenant buildings complex. As a result, both in the Common Areas and in the other leased areas of the Project, there is occasional construction conducted either by Lessor or other tenants. Controlling over any other provision of the Lease, during periods of said construction, by either Landlord or other tenants within the Project, Landlord shall not be liable for any damage whatsoever arising therefrom, including, but not limited to, lost profits or consequential damages, due to said construction. Tenant expressly waives the right to bring any claim for said damages, including any abatement in Rent, and covenants not to sue therefor.

INITIALS	
LESSOR	LESSEE

9. **MULTI TENANT BUILDING.** Lessor makes no representations, warranties and or guarantees in regards to noise between the adjoining offices and or Lessee's own interior offices. Lessee is aware that Lessee will be occupying space in a multi-tenant building with tenants surrounding Lessee's premises. Lessee may hear noise from time to time from the adjoining spaces in the normal course of business. Although Lessor provides insulation in the demising walls, Lessor does not provide soundproofing materials as part of the building standard improvements. If Lessee requires said soundproofing (i.e. quiet rock or soundboard), any and all costs related to that will be at the expense of Lessee, and at no cost or expense to Lessor.
10. **LESSEE'S WORK.** Lessee, at Lessee's sole cost and expense, shall be entitled to make non-structural modifications/improvements to the interior of the Premises, subject to Lessor's prior approval of construction and working drawings, which such approval shall not be unreasonable withheld. Lessee shall utilize its own architect and contractor to obtain the necessary city permits to perform the improvements within the Premises. Notwithstanding anything to the contrary contained in this Lease, any contractor hired by Lessee shall provide Lessor or Lessor's agent with a certificate of insurance showing proof of commercial general liability insurance equal to or better than \$1,000,00.00 per occurrence. Said certificate of insurance shall name both the Lessor and Lessor's agent as additional insured. Lessee agrees that Lessee's work will be coordinated with surrounding occupants to cause the least amount of inconvenience. Lessee and Lessee's contractor shall not utilize Lessor's 40 yard roll off for disposal of any construction waste. Any and all improvements completed by Lessee shall be maintained by Lessee during the entire term of the lease any extension thereof. Lessor shall not be responsible for making any repairs and or replacements to improvements installed by Lessee.
11. **SMOKING.** Lessee shall not suffer or permit the consumption of tobacco or marijuana smoking or vaping or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas. Lessor has designated two areas with the Office Building Project for smoking, including vapor. Attached hereto and made a part of this agreement by reference is a site map identifying the approved smoking areas. Smoking will not be permitted anywhere else with the Office Building Project. Lessee will be required to enforce this rule as to their employees and guests. After an initial warning, Lessee will be assessed \$250.00 for each violation of this rule.
12. **SMOKING CONTINUED.** Neither smoking nor vaping are permitted within the Building at any time.

This Lease Amendment #3 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 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.**

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Water Court, LLC

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

INITIALS	
LESSOR	LESSEE

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

\_\_\_\_\_  
Jennifer Berryhill      Date  
Board President

INITIALS	
LESSOR	LESSEE