

SECOND AMENDMENT TO LEASE AGREEMENT

JOHN MUIR CHARTER SCHOOLS

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is entered into this 3rd day of April, 2023, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and JOHN MUIR CHARTER SCHOOLS, a California non-profit corporation ("Lessee"), sometimes hereinafter collectively referred to as the Parties.

RECITALS

WHEREAS, on July 1, 2021, the City and Lessee entered into a Lease Agreement ("Lease") for the property located at 7801 Gramercy Place, Suite B, Riverside, California 92503, also known as Eric M. Solander Center ("Property"); and

WHEREAS, paragraph 2 of the Lease provides the Parties the option to extend the Lease for a total of four (4) additional periods of one (1) year each; and

WHEREAS, on June 7, 2022, the City and Lessee entered into a First Amendment to Lease Agreement ("First Amendment") to extend the term of the Agreement exercising the first available option with an expiration date of June 30, 2023; and

WHEREAS, the Lease is set to expire on June 30, 2023; and

WHEREAS, the Parties now desire to amend the Lease to extend the term of the Agreement to June 30, 2024 using the second extension option, and add additional compensation pursuant to paragraph 4 of the Lease in the amount of One Thousand Three Hundred Twelve Dollars and Eight Cents (\$1,312.08) per month, for a total of Fifteen Thousand Seven Hundred Forty-Four Dollars and Ninety-Six Cents (\$15,744.96), for the second extended term of the Lease.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Paragraph two (2) of the Lease is hereby amended by the following:

2. **TERM:** The initial term of this Lease shall be for one (1) year commencing July 1, 2021 ("Effective Date") and shall terminate on June 30, 2022. The second extended term of this Lease shall be for one (1) year, commencing July 1, 2023, and shall expire on June 30, 2024 ("Second Extended Term"), unless this Lease is earlier terminated pursuant to the termination provision contained herein. This Lease may be extended, upon mutual written consent of City and Lessee, for two (2) additional periods of one (1) year each. If Lessee desires to extend this Lease, Lessee shall provide written notice to City at least six (6) months prior to the Second Extended Term termination date.

2. **CONSIDERATION:** Compensation shall be increased to the amount of One Thousand Three Hundred Twelve Dollars and Eight Cents (\$1,312.08) per month for the second extended term of the Agreement as set forth in Paragraph 4 of the Agreement.

3. All other terms and conditions of the Lease, which are not inconsistent with the terms of this Second Amendment, shall remain in full force and effect as if fully set forth herein.

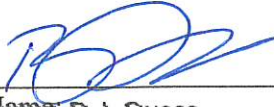
[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed on the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

JOHN MUIR CHARTER SCHOOLS,
a California non-profit corporation

By: _____
City Manager


By: 
Print Name: R.J. Guess
Title: President and CEO
(Signature of Board Chair, President, or
Vice President)

ATTESTED TO:

By: _____
City Clerk

and

APPROVED AS TO FORM:

By: 
Print Name: Rachael Navarrete
Title: CFO
(Signature of Secretary, Assistant
Secretary, CFO, Treasurer, or Assistant
Treasurer)

By: 
Deputy City Attorney