

A D D E N D U M

Date: July 28, 2017

By and Between (Licensor): Northern California Conference of Seventh-Day, a California non-profit religious corporation, dba Golden Gate Academy
(Licensee): East Bay Innovation Academy, a California non-profit public benefit corporation and 501(c)(3) non-profit

Address of Premises: 3800 Mountain Blvd., Oakland, California 94619

In the event of any conflict between the provisions of this Addendum and the provisions of the Use Agreement dated July 25, 2017 (the "Agreement"), this Addendum shall control. All references to numbered paragraphs shall refer to the provisions of this Addendum. Capitalized terms not defined in this Addendum shall have the meanings set forth in the Agreement.

- 1. Term.** Licensor authorizes Licensee to use the Premises for the Term of the Agreement for educational and ancillary administrative purposes. The Agreement shall not be terminable by either party with thirty (30) days written notice except in the event of a Default, and after compliance with paragraph 5.
- 2. Payment of Use Cost.** Licensee may pay the Use Cost by check made payable to "Golden Gate Academy" or such other payee as Licensor may designate in writing.
- 3. Property Taxes.** Licensor agrees to cooperate with Licensee so that Licensee may obtain the benefit of any applicable property tax exemption(s), and Licensor agrees that it shall not charge Licensee for any pro-rata share of property taxes that are not assessed by the County of Alameda.
- 4. Addresses for Notice Purposes.** Notice provided in accordance with the Agreement shall be delivered to the parties at the following addresses:

 - a. If to Licensee: East Bay Innovation Academy
Attn: Devin Krugman, EBIA Executive Director
East Bay Innovation Academy
3400 Malcolm Boulevard
Oakland, CA 94605
 - b. If to Licensor: Golden Gate Academy
Attn: _____
[insert address line 1]
[insert address line 2]

5. Insurance. Article IX of the Agreement is deleted in its entirety and replaced with the following. Licensee shall obtain and maintain, for the Term of the Agreement, the following insurance:

- a. Property Insurance. Licensee shall maintain property insurance on all of Licensee's personal property, Trade Fixtures, inventory, Licensee alterations and utility installations on the Premises. Such insurance shall be at full replacement coverage and proceeds from such insurance shall be used to repair or replace the property described hereinabove.
- b. Commercial General Liability Insurance. Licensee shall maintain Commercial General Liability insurance against claims for bodily injury, personal and advertising injury and property damage based upon or arising out of Licensee's use, occupancy and maintenance of the Premises. Such coverage shall be written on an occurrence form with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall include contractual liability coverage and be endorsed to name the Northern California Conference of Seventh-day Adventists as an additional insured.

c. Automobile Liability Insurance. Licensee shall maintain Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned and hired automobiles.

d. Workers' Compensation. Licensee shall maintain Workers' Compensation insurance with statutory limits and Employer's Liability coverage with limits of not less than \$1,000,000 per accident or disease.

e. Licensee shall provide any other insurance as necessary to protect Licensor against insurable hazards as are commonly insured against for the type of business activity that Licensee will conduct.

f. All insurance, as required by this paragraph 3, shall be carried in favor of the Licensor and Licensee as their respective interests may appear. All insurance shall be purchased and maintained from and with responsible companies, and certificates of insurance evidencing the coverage and limits required under this Agreement shall be delivered to Licensor upon occupation of the Premises and on the first of January of each year during the contract period.

6. Indemnity. In addition to the indemnification obligations of Licensee, Licensor shall indemnify the Licensee against all expenses, liabilities, and claims of every kind, including but not limited to reasonable attorney's fees, by or on behalf of any person or entity arising out of either (1) a failure by Licensee to perform any of the terms or conditions of this Agreement; (2) any injury or damage happening on or about the Premises; (3) failure to comply with any law of any governmental authority; or (4) any mechanics lien or security interest filed against the demised premises or equipment, materials, or alterations of building or improvements thereon, the filing of which is caused by Licensor or its agents. Said indemnification is limited to injury or damage attributable to Licensor or its agents' use of the Premises. Licensor shall further indemnify, defend with counsel selected by Licensee, protect and hold harmless Licensee, its directors, officers, employees, agents, assigns and any successor or successors to Licensee's interest under the Agreement from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys', engineers', consultants' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the Property used by Licensee or its agents, or any indemnified party at any time directly or indirectly arising from or attributable to (i) any breach by Licensor of any of its agreements, warranties or representations set forth in this Agreement, or (ii) any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous Substance on, under or about the Property, undertaken by the Licensee or its agents, regardless of whether undertaken due to governmental action. To the fullest extent permitted by law, the foregoing indemnification shall apply regardless of the fault, active or passive negligence, breach of warranty or contract of Licensor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify Licensee from any liability pursuant to such section. The indemnification obligations of Licensor and Licensee shall not include any expenses, liabilities, claims, losses, or damages that are not attributable to one or more action(s) or omission(s) of a party, its agents or invitees, or which result from the gross negligence or willful misconduct of a party.

7. Dispute Resolution. Licensor and Licensee agree that this paragraph 5 shall govern any dispute between the parties arising out of the Agreement. Before invoking any remedy for a default, Licensor agrees that an authorized representative designated by Licensor shall meet with the EBIA Executive Director, or such other representative for Licensee designated by the Board of East Bay Innovation Academy, in an attempt to resolve the dispute through informal negotiations. Both parties agree to meet in person through their designated representatives in a good-faith attempt to resolve the dispute. If such meeting does not resolve the dispute, the parties shall each designate a member of the Boards of the respective entities to meet with the foregoing representatives in an attempt to resolve the dispute through an in-person meeting. In the event that such informal negotiations do not resolve the dispute, Licensor and Licensee shall select a neutral third-party mediator to resolve the dispute through a formal mediation process prior to Licensor invoking any remedy on default or filing suit. Such mediator shall have no less than ten (10) years of experience as a licensed California attorney. The parties shall share the cost of the mediator, and shall participate in all required mediation sessions in good faith until the mediator determines that mediation process has been completed. Notwithstanding Article XX(F), an award of reasonable attorneys' fees shall be denied to any party which does not first participate in mediation in accordance with this paragraph prior to the filing of such a lawsuit. This paragraph shall survive termination of the Agreement with respect to any dispute arising from a cause of action which accrued prior to such termination.

8. Remedies on Default. In the event of a default, Licensor shall not have the immediate right to reenter or retake possession of the Premises. The exercise of any remedies for default shall be subject to compliance with paragraph 5. Under no circumstances shall Licensor acquire access, title or possession of any personal property or equipment of Licensee. In the event of a default by Licensor, Licensee shall deliver written notice to Licensor specifying the matters that constitute the default, and providing a period of at least thirty (30) days for cure. In the event that a default by Licensor

remains uncured after a reasonable time for cure, Licensee shall have the right to damages, specific performance, and injunctive relief, as well as the right to cure the default at the Licensor's expense.

9. Access to the Premises. Notwithstanding anything to the contrary in the Agreement, Licensee may limit access to any portions of the Premises where students are present unless an employee of Licensee is able to provide supervision at all times.

10. Corporate Authority. Each individual signing this Addendum warrants and represents that he or she has the requisite authorization to bind the respective party to the Agreement.

11. Signatures.

EAST BAY INNOVATION ACADEMY

Executed this ____ day of _____, 2017, at Oakland, Alameda County, California

By: _____
Licensee

By: _____
Licensee

GOLDEN GATE ACADEMY

Executed this ____ day of _____, 2017, at Oakland, Alameda County, California

By: _____
GGA Representative

By: _____
GGA Representative

NORTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS

Executed this ____ day of _____, 2017, at Pleasant Hill, Contra Costa County, California

By: _____
NCC of SDA Representative

By: _____
NCC of SDA Representative