



# Palisades Charter High School

## Special Board Meeting

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### Date and Time

Friday December 19, 2025 at 2:00 PM PST

### Location

Pali South (Room 104)  
302 Colorado Avenue  
Santa Monica, CA 90401

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### REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY:

*Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board of Palisades Charter High School may request assistance by contacting the Main Office at (310) 230-6623 at least 24 hours in advance.*

### SUPPORTING DOCUMENTATION:

*Supporting documentation is available at the Main Office of the School, located at 15777 Bowdoin Street, Pacific Palisades, CA 90272, (Tel: 310- 230-6623) and may also be accessible on the PCHS website at <http://palihigh.org/boardrecords.aspx>.*

### ALL TIMES ARE APPROXIMATE AND ARE PROVIDED FOR CONVENIENCE ONLY:

*Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. All items may be heard in a different order than listed on the agenda.*

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### Agenda

|  | Purpose  | Presenter        | Time           |
|--|--|------------------|----------------|
| <b>I. Opening Items</b>                |  |                  | <b>2:00 PM</b> |
| Opening Items                          |  |                  |                |
| <b>A.</b> Call the Meeting to Order    |  | Maggie Nance     |                |
| <b>B.</b> Record Attendance and Guests |  | Negeen Ben-Cohen | 2 m            |
|  | Fati Adeli: 14129 Marquesas Way, Marina del Rey, CA 90292  |                  |                |
|  | Negeen Ben-Cohen: 739 Malcolm Avenue, Los Angeles, CA 90024  |                  |                |
|  | Lisa Cahill : 10819 Westminster Avenue, Los Angeles, CA 90034  |                  |                |
|  | Jane Davis: 11725 Sunset Boulevard Los Angeles, CA 90049   |                  |                |
|  | Amir Ebtehadj : 385 Charles E Young Drive E Los Angeles, CA 90095  |                  |                |
|  | Jessica Recinos: 888 Country Club Drive Avalon, CA 90704   |                  |                |
| <b>C.</b> Public Comment               |  |                  | 30 m           |
|  | <p><i>"Public Comment" is available to all audience members who wish to speak on any agenda item or under the general category of "Public Comment." "Public Comment" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to two (2) minutes, per person. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall have twice the allotted time to speak, and the total allocated time shall be appropriately increased as well. Govern Code § 54954.3(b)(2).</i></p> <p><b>Google Form Public Comment Procedure:</b> A Google form is available 24 hours prior to the meeting for Public Comment. Please refer to the Dewey Dolphin email or copy/paste this link <a href="https://forms.gle/kSsxkvL6T9GgXpdEA">https://forms.gle/kSsxkvL6T9GgXpdEA</a>. Your comment will be read aloud by the Board Vice Chair. Public comments submitted through the Google form will be read after the public comments presented live at the meeting. General public comments not read after 60 minutes will be included in the meeting minutes. Due to public meeting laws, the Board can only listen to your comment, not respond or take action. Comments are limited to two (2) minutes, per person and one cannot cede their time to another. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall have twice the allotted time to speak, and the total allocated time shall be appropriately increased as well. Govern Code § 54954.3(b)(2).</p> |                  |                |
| <b>II. Finance</b>                     |  |                  | <b>2:32 PM</b> |

|  | Purpose | Presenter     | Time           |
|--|---------|---------------|----------------|
| <b>A.</b> Approval of Amendment to Seritage Pali South Lease   | Vote    | Dr. Pam Magee | 15 m           |
| <b>III. New Business / Announcements</b>   |         |               | <b>2:47 PM</b> |
| <b>A.</b> Announcements / New Business<br>Next Monthly Board Meeting: January 13, 2026 - 5:00 PM at Pali South | FYI     | Maggie Nance  | 1 m            |
| <b>IV. Closing Items</b>   |         |               | <b>2:48 PM</b> |
| <b>A.</b> Adjourn Meeting  | FYI     | Maggie Nance  | 1 m            |

# Coversheet

## Approval of Amendment to Seritage Pali South Lease

|                          |   |
|--------------------------|---|
| <b>Section:</b>          | II. II. Finance   |
| <b>Item:</b>             | A. Approval of Amendment to Seritage Pali South Lease       |
| <b>Purpose:</b>          | Vote  |
| <b>Submitted by:</b>     |   |
| <b>Related Material:</b> | Seritage_Palisades -- Lease Amendment Letter [12-17-25].pdf |

Palisades Charter High School  
15777 Bowdoin Street  
Pacific Palisades, CA 90272

December 17, 2025

Mark 302 Property Owner LLC  
c/o Seritage Growth Properties  
500 Fifth Avenue, Suite 1530  
New York, NY 10110  
Attention: Matthew Fernand  
Email: mfernand@seritage.com

Re: That certain Lease dated as of April 1, 2025 (the "Lease"), by and between Mark 302 Property Owner LLC, a Delaware limited liability company ("Landlord") to Palisades Charter High School, a California nonprofit benefit corporation ("Tenant").

Ladies and Gentlemen:

Reference is hereby made to the Lease. All capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to such terms in the Lease. Landlord and Tenant desire to modify the final Option Term, but only on, and subject to, the terms and conditions set forth in this Letter Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between Landlord and Tenant as follows:

1. Lease Amendments.

(a) The defined term "Option Term" in the Lease is hereby amended and restated in its entirety as follows:

"Two (2) options to extend the Lease Term for a period of two (2) months each, followed by two (2) options to extend the Lease Term for a period of one (1) month each, as more particularly set forth in Section 1.3 of this Lease."

(b) "Section 1.3" of the Lease is hereby amended and restated in its entirety as follows:

**"Option Term.** Landlord hereby grants to the originally named Tenant herein ("**Original Tenant**") two (2) options to extend the Lease Term for the entire Premises for a period of two (2) full calendar months each, followed by two (2) options to extend the Lease Term for the entire Premises for a period of one (1) full calendar month each (the "**Option Terms**" and each, an "**Option Term**"), which options shall be exercised only by written notice delivered by Tenant to Landlord (the "**Option Exercise Notice**"), with respect to the first two (2) Option Terms, not later than the date that occurs forty-five (45) days prior to the scheduled

expiration of the initial Lease Term or the first Option Term, as applicable, and with respect to the final two (2) Option Terms not later than the date that occurs thirty (30) days prior to the scheduled expiration of the second Option Term or the third Option Term, as applicable. Upon the proper exercise of such option to extend, the Lease Term, as it applies to the Premises, shall be extended for the applicable Option Term upon the same terms and conditions, including without limitation, the same Rent. The rights contained in this Section 1.3 shall be personal to Original Tenant and may be exercised by Original Tenant only (and not by any assignee, sublessee or other "Transferee," as that term is defined in Section 14.1 of this Lease, of Tenant's interest in this Lease)."

Each of Landlord and Tenant hereby acknowledges and agrees that (a) the first two (2) options to extend the Lease Term for the first two (2) Option Terms have been exercised, (b) its execution and delivery of this Letter Agreement has been duly authorized, and that the person executing this Letter Agreement on its behalf is duly authorized to do so and (c) the Lease remains in full force and effect as modified by this Letter Agreement.

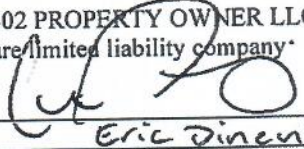
This Letter Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter contained in this Letter Agreement. The terms of this Letter Agreement shall not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by Landlord and Tenant. This Letter Agreement shall become effective upon the date on which it has been duly executed by Landlord and Tenant. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principals of conflicts of law. This Letter Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Letter Agreement either electronically or by facsimile shall be effective as a delivery of an original.

**[Remainder of this page intentionally left blank; signature pages follow.]**

IN WITNESS WHEREOF, an authorized representative of each of Landlord and Tenant has caused this Letter Agreement to be executed as of December 17, 2025.

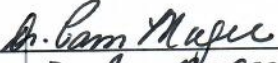
**"LANDLORD":**

MARK 302 PROPERTY OWNER LLC,  
a Delaware limited liability company

By:   
Name: Eric Dinenberg  
Its: Vice President

**"TENANT":**

PALISADES CHARTER HIGH SCHOOL,  
a California nonprofit benefit corporation

By:   
Name: Dr. Pam Magee  
Its: Executive Director/Principal