

## FIRST LEASE EXTENSION AGREEMENT

THIS FIRST LEASE EXTENSION AGREEMENT ("Agreement") is being made and entered into as of the 8th day of July 2020, by and between **BERETTA INVESTMENT GROUP**, a General Partnership ("Lessor") and **LIGHTHOUSE CHARTER SCHOOLS**, a California on-profit public benefit corporation (Lessee").

### RECITALS

- A. Lessor and Lessee entered into that certain Lease Agreement dated June 7, 2027 for the Premises located at 433 Hegenberger Road, Suite 202, Oakland, California.
- B. Lessor and Lessee now desire to amend Lease to extend the term of the Lease, modify the Base Rent and make certain other changes to the Lease, all as set forth below. The Lease, as amended by this First Lease Extension Agreement shall be hereinafter referred to as the "Lease". Terms not otherwise defined in this Agreement shall have the meaning given to such terms in the Lease.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Extended Term.** The term of the Lease shall be extended for a period of **Three (3)** years commencing **September 1, 2020** and expiring on **August 31, 2023**.
2. **Monthly Base Rent.** The Monthly Base Rent commencing on September 1, 2020 shall be based upon the following schedule:

9/01/2020 to 8/31/2021	\$4,683 per month
9/01/2021 to 8/31/2022	\$4,821 per month
9/01/2022 to 8/31/2023	\$4,966 per month

3. **Base Rent Credit.** It is mutually agreed that the Monthly Base Rent shall be reduced according to the following schedule:

9/1/20 through 8/31/21	\$138.00 per month
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This Monthly Base Rent Credit is granted personally to **Lighthouse Charter Schools, LLC** and shall cease immediately upon any of the following events: a) assignment; b) other non-employees using the premises or joining **Lighthouse Charter Schools, LLC**; c) sublease or transfer of this Lease or any interest therein, sublet or sublease in whole or any part of the premises; d) sale of the business of **Lighthouse Charter Schools, LLC**.

4. **Lessee in Possession/Tenant Improvements.** Lessee acknowledges that it is currently in possession of the Premises. Lessee hereby accepts the premises in "AS-IS" condition without any representation or warranty from Lessor
5. **No Brokers.** Lessor and Lessee acknowledge, represent and warrant that no real estate brokers or consultants have been involved in the discussions and/or negotiations regarding this lease renewal. No brokerage commission or fee shall be payable to any broker related to this, or any other transaction, between Lessor and Lessee.
6. **Indemnification.** Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property on or about the Premises by or from any cause whatsoever, excepting injury or damage to Lessee resulting from the acts or omissions of Lessor or Lessor's authorized agents. Lessee agrees to indemnify and hold Lessor harmless from and defend Lessor against any and all claims or liability, including damages, reasonable attorneys' fees and costs, (a) arising from Lessee's failure to comply with its obligations under the lease; (b) arising from Lessee's failure to comply with any applicable state or federal laws, including but not limited to, the American with Disabilities Act and California Unruh Civil Rights Act; and (c) for any injury or damage to any person or property occurring in, on, or about the Premises or any part of the Premises, excepting any damage or injury caused in

part or in whole by the act or omission of any duty by Lessor or Lessor's agents or employees.

7. **Republication.** In all other respects, the Lease is ratified by Lessor and Lessee, republished and confirmed as being binding upon the parties and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this First Lease Extension Agreement as of the date first written above.

**LESSEE:**  
**LIGHTHOUSE CHARTER SCHOOLS**  
a California on-profit public benefit corporation

**LESSOR:**  
**BERETTA INVESTMENT GROUP,**  
a General Partnership

By:  
Its:

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David Beretta  
General Partner