

THIRD AMENDMENT TO OFFICE LEASE

This Third Amendment to Office Lease is made effective retroactively to August 16, 2018 (“Amendment Effective Date”) by and among 9 KPC Parkway, LLC, a Delaware limited liability company (“Parkway”), KPC Summit, LLC a California limited liability company (“Summit”) and Alvord Unified School District (“Alvord”). Parkway, Summit, and Alvord may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. On May 16, 2014, Summit and Alvord entered into that certain Office Lease (“Lease”) which is applicable to portions of the building and grounds located at 9 KPC Parkway (then known as 2375 Anselmo Drive) in the City of Corona, CA.

B. On March 19, 2015, Summit and Alvord amended the Lease by means of that certain First Amendment to Office Lease (“First Amendment”).

C. On September 30, 2016, Summit assigned the Lease to Parkway. Alvord was notified of the assignment and directed to make rental payments to Parkway. Thereafter, Alvord made payments to Parkway.

D. Effective August 16, 2018, a Second Amendment to Office Lease (“Second Amendment”) was entered into. As a result of clerical error, the Second Amendment: (i) failed to reflect the assignment of the Lease from Summit to Parkway; and (ii) was entered into by and between Alvord and Summit, instead of by and between Alvord and Parkway.

Now, Therefore, in order to correct this clerical error and reflect the correct name of the Landlord as Parkway and not as Summit, and to make other changes to reflect the true intent of the Parties, the Parties agree as follows:

AGREEMENT

1. The above Recitals are incorporated herein by reference as part of this Third Amendment.

2. Consistent with the foregoing Recitals: (i) the parties to the Second Amendment are Parkway and the District, not Summit and the District; (ii) each reference in the Second Amendment to “KPC Summit, LLC” or the “Landlord” shall be interpreted as a reference to Parkway, not Summit; (iii) each reference in the Second Amendment to “Parties,” except for the references in Recital A of the Second Amendment, shall be interpreted as a reference to Parkway and the District; and (iv) the references to “Parties” in Recital A of the Second Amendment shall be interpreted as references to Summit and the District.

3. Section 11 of the Second Amendment is hereby amended to read, commencing on line three, as follows “...the other Party and its governing board members, officers, employees, agents, and predecessors in interest with respect to...”

4. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Second Amendment bearing original signatures of all Parties.

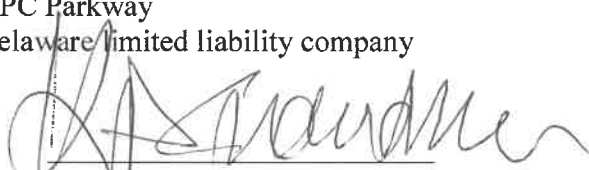
5. Each person signing this Third Amendment on behalf of a Party hereby represents and warrants that he or she has been duly authorized by such Party to sign and thereby bind such Party to this Second Amendment.

In Witness Whereof, the Parties have executed this Amendment as evidenced by the signatures, below, of their respective, duly authorized representatives.

LANDLORD:

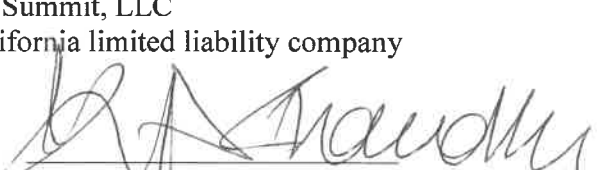
“PARKWAY”

9 KPC Parkway
a Delaware limited liability company

By: 
Print Name: Kali P. Chaudhuri
Title: Manager
Date Signed: 3-20-19

“SUMMIT”

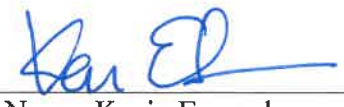
KPC Summit, LLC
a California limited liability company

By: 
Print Name: Kali P. Chaudhuri
Title: Manager
Date Signed: 3-20-19

TENANT:

“ALVORD”

Alvord Unified School District

By: 
Print Name: Kevin Emenaker
Title: Executive Director
Date Signed: 2/27/19

Approved as to form:

By: Atkinson, Andelson, Loya,
Ruud & Romo, Attorneys for
Alvord Unified School District

By: 
Brian W. Smith, Legal Counsel

Approved by Board of Education on:

2/7/19