

FIFTH AMENDMENT TO YMCA FACILITY USE LEASE AGREEMENT

THIS FIFTH AMENDMENT TO THE YMCA FACILITY USE LEASE AGREEMENT (hereinafter referred to as the "FIFTH Amendment") is made this 31st day of May 2018, by and between the Mountain View Whisman School District (hereinafter called "Lessor") and YMCA of Silicon Valley, as successor in interest to the YMCA of Silicon Valley (hereinafter called "Lessee") collectively referred to as the "Parties."

RECITALS

WHEREAS, Lessor and Lessee entered into a YMCA Facility Use Lease Agreement executed on May 27, 2004 (hereinafter referred to as the "Agreement") for the use of classrooms and portables, located at Bubb, Huff, Landels, Mistral, Monta Loma, and Theuerkauf Elementary Schools in Mountain View, California;

WHEREAS, Lessor and Lessee have faithfully performed their respective obligations in accordance with the Agreement;

WHEREAS, the need for child care and development services for Lessor's students have changed since the execution of the Agreement; and

WHEREAS, Lessor and Lessee now wish to amend the Agreement to reflect changes to the provisions relating to Premises, Term, and Rent.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreement of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and YMCA agree as follows:

1. The introduction to Section 1 of the Agreement, entitled "PREMISES," shall be amended as follows:

PREMISES: Effective July 1, 2018, Lessor hereby leases to Lessee and Lessee hereby hires from Lessor those certain premises described as follows:

- **Bubb School**, 525 Hans Ave., Mountain View, CA 94040
1 Modular Building (Unit 9) - 2,400 sq. ft.
- **Huff School**, 253 Martens Ave., Mountain View, CA 94040
1 Modular Building (Unit 8) - 2,400 sq. ft.
- **Landels School**, 115 West Dana St., Mountain View, CA 94041
1 Modular Building (Unit 9) - 1,920 sq. ft.
- **Mistral School**, 505 Escuela Ave., Mountain View, CA 94040
1 classroom (Room 21) - 828 sq. ft., with the MUR used as overflow space
- **Monta Loma School**, 460 Thompson Ave., Mountain View, CA 94041
1 classroom (Room 4) - 1092 sq. ft.
- **Theuerkauf School**, 1625 San Luis Ave., Mountain View, CA 94043
1 classroom (Room 22) - 928 sq. ft.

The leased premises constitute a total of approximately 9,568 square feet.

[Subparagraphs 1.1 and 1.2 shall remain unchanged.]

2. The introduction to Section 2 of the Agreement, entitled “TERM,” shall be amended as follows:

TERM: Effective July 1, 2018, the term of this lease shall be extended through June 30, 2019.

[Subparagraphs 2.1 and 2.2 shall remain unchanged.]

3. The introduction to Section 3 of the Agreement, entitled “RENT,” shall be amended as follows:

RENT: Effective July 1, 2018, a 2.9% increase will be added to the annual rate for each school. (The Consumer Price Index – Urban Area (CPI-U) for December 2018 is 2.9 %.)

This amount shall be payable in advance of each month on or before the fifth day of each month. A five percent (5%) late penalty payment on the amount due will be levied if a monthly payment is not received on time. If the payment is late 25 days or more, a late payment penalty of ten percent (10%) will be levied or Lessor may take such remedies as are specified under DEFAULT.

For any future lease agreements beyond June 2019, an automatic increase in the previous year’s annual rate of 3% will be assessed on July 1 of the following year.

Most schools will be under construction, or undergo some construction project that may limit the Lessee’s access to the premises for both the 2018 and 2019 summers.

School Site	Monthly Rate	Number of Months Accessible	Annual Amount
Bubb	\$4560.00	10.5	\$47,880.00
Huff	\$4560.00	10.5	\$47,880.00
Landels	\$3648.00	10.5	\$38,304.00
Mistral	\$1573.20	10.5	\$16,518.60
Monta Loma	\$2074.80	10.5	\$21,785.40
Theuerkauf	\$1763.20	10.5	\$18,513.60
Total	\$18,179.20		\$190,881.60

[Subparagraph 3.1 shall remain unchanged.]

4. In the event of inconsistencies between the Agreement and this FIFTH Amendment, the terms and conditions of this FIFTH Amendment shall be controlling. Unless specifically modified or changed by the terms of this FIFTH Amendment, all terms and conditions of the Agreement shall remain in effect and shall apply fully as described and set forth therein, respectively.

IN WITNESS WHEREOF, the parties hereto have executed this FIFTH Amendment by causing their duly authorized representatives to sign below as of the day and year first above written.

Mountain View Whisman
School District

YMCA of Silicon Valley

By: _____

By: _____

Name: Robert Clark, Ed.D.

Name: _____

Title: Chief Business Officer

Title: _____

Date: _____

Date: _____