AMENDMENT NO. 1 TO LEASE AND FACILITIES USE AGREEMENT

by and between
NOVATO UNIFIED SCHOOL DISTRICT
and
NOVATO CHARTER SCHOOL

THIS AMENDMENT NO. 1 TO THE LEASE AND FACILITIES USE AGREEMENT ("First Amendment"), dated as of _____, 2025 ("Effective Date"), is entered into by and between **Novato Unified School District** ("District" or "Lessor"), a California public school district, and **Novato Charter School** ("Charter" or "Lessee"), a California nonprofit public benefit corporation operating a public charter school authorized by the District. District and Charter are each a "Party," and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties previously entered into a Lease and Facilities Use Agreement ("Lease"), approved and ratified by District's Board of Education on May 17, 2016, and approved and ratified by Charter's Board of Directors, on _____;

WHEREAS, the Parties entered into a Transfer and Conveyance Agreement ("Transfer Agreement"), dated as of _____, 2025, by and between District and Charter, to transfer right, title, and interest in and to certain portable modular classroom buildings (each a "Portable," and, together, the "Portables") from Charter to District; and,

WHEREAS, the Parties desire to amend the Lease to reflect the Transfer Agreement's transfer and conveyance of ten (10) Portables from Charter to District, each Portable approved by the Division of the State Architect ("DSA"), as further described herein:

1. Port A (Teacher Workspace/Resource Specialist Program), DSA No. 120008, originally approved March 10, 2022;
2. Port B (Music Room/Resource Specialist Program/Counseling), DSA No. 108090, originally approved June 8, 2006;
3. Port 1 (5th grade), DSA No. 103672, originally approved June 26, 2001;
4. Port 2 (6th grade), DSA No. 103672, originally approved June 26, 2001;
5. Port 3 (Restroom), DSA No. 103672, originally approved June 26, 2001;
6. Port 4 (7th grade), DSA No. 103672, originally approved June 26, 2001;
7. Port 5 (8th grade), DSA No. 103672, originally approved June 26, 2001;
8. Port 6 (Resource Specialist Program), DSA No. 103672, originally approved June 26, 2001;
9. Port 7 (administration), DSA No. 103672, originally approved June 26, 2001; and,
10. Port 8 (kindergarten), DSA No. 108090, originally approved June 8, 2006.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this agreement, the Parties agree to the following:

AGREEMENT

1. MODIFICATIONS TO PERMITTED USE. The following additional paragraphs are added to Section 5, in addition to and without deleting or replacing the existing provisions of Section 5:

"With respect to the below-listed ten (10) portable modular classroom buildings (each a "Portable," and, together, the "Portables") owned by the Lessor, each approved by the Division of the State Architect ("DSA"), as further described herein:

1. Port A (Teacher Workspace/Resource Specialist Program), DSA No. 120008, originally approved March 10, 2022;
2. Port B (Music Room/Resource Specialist Program/Counseling), DSA No. 108090, originally approved June 8, 2006;
3. Port 1 (5th grade), DSA No. 103672, originally approved June 26, 2001;
4. Port 2 (6th grade), DSA No. 103672, originally approved June 26, 2001;
5. Port 3 (Restroom), DSA No. 103672, originally approved June 26, 2001;
6. Port 4 (7th grade), DSA No. 103672, originally approved June 26, 2001;
7. Port 5 (8th grade), DSA No. 103672, originally approved June 26, 2001;
8. Port 6 (Resource Specialist Program), DSA No. 103672, originally approved June 26, 2001;
9. Port 7 (administration), DSA No. 103672, originally approved June 26, 2001; and,
10. Port 8 (kindergarten), DSA No. 108090, originally approved June 8, 2006.

Lessee hereby acknowledges and agrees that they shall remain part of the Premises and the Lessee Facilities, as applicable, notwithstanding the transfer and conveyance of right, title, and interest in and to them to the Lessor. While the Transfer and Conveyance Agreement ("Transfer Agreement"), dated as of ___, 2025, by and between the Lessor and Lessee, remains valid and effective, with respect to the Portables, in the event of a conflict between this Agreement and the Transfer Agreement, the Transfer Agreement shall govern."

2. ASSIGNMENT ACCEPTED. Pursuant to Section 14 of the Lease, the Lessor hereby provides prior written consent of assignment by Lessee to the Lessor of those part of the "Premises" and the "Lessee Facilities" which constitute the Portables, subject to the terms and conditions of the Transfer Agreement. This First Amendment shall be deemed a written instrument or endorsement which may effect an alteration, change or modification of the Lease for purposes of Section 14(D).

3. ORIGINAL LEASE IN EFFECT. All other existing provisions of the Lease shall remain in full force and effect and unaffected by this First Amendment. Except as expressly amended by this First Amendment, the Parties affirm all definitions, terms, obligations, and conditions of the Lease, and the Parties acknowledge that the terms and conditions of the Lease, shall remain binding upon them. Any term not specifically defined in this First Amendment shall have the same definition as provided in the Lease.

4. EXECUTION IN COUNTERPARTS. This First Amendment may be signed in

counterparts such that the signatures may appear on the separate signature pages. Signature pages that are photocopied, or transmitted by facsimile or electronic mail shall have the same force and effect as signature of the original.

5. AUTHORITY/SUBJECT TO RATIFICATION. Each person below warrants and guarantees that she/he is legally authorized to execute this First Amendment on behalf of the designated party and that such execution shall bind the designated party to the terms of this First Amendment subject to ratification by the Parties' respective governing boards.

***

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this First Amendment as of the Effective Date.

NOVATO UNIFIED SCHOOL DISTRICT	**NOVATO CHARTER SCHOOL**
Tracy Smith Superintendent	Chris Capobianco Executive Director
Dated: _____	Dated: _____