

SECOND AMENDMENT TO FACILITY USE LEASE AGREEMENT

This **Second Amendment to Facility Use Lease Agreement** ("Second Amendment") is effective **July 1, 2025**, by and between **Santa Monica-Malibu Unified School District** ("District") a public school district duly organized and existing under the laws of the state of California, and **Santa Monica Community College District** ("College") a public community college district duly organized and existing under the laws of the state of California. The District and College may be referred to herein individually as a "Party," and collectively as the "Parties".

RECITALS

WHEREAS, on August 18, 2022, the District and College entered into a Facility Use Lease Agreement ("Agreement"), allowing the District to temporarily relocate its Olympic High School, Project Based Learning Cohort, Off Campus Learning Center, and Independent Study Hub Programs ("District Programs") to facilities on the Santa Monica College campus while the District's permanent facilities underwent renovations; and

WHEREAS, by and through the Agreement, the College leased to the District underutilized classroom space and related facilities within Santa Monica College Pico Classroom Complex, located at 1900 Pico Blvd., Santa Monica, CA 90405 (collectively the "Premises"), in exchange for an Annual Fee of \$500,000; and

WHEREAS, pursuant to the Agreement, the District's annual rent payment has been offset against the rent paid by the College for its use of the District's Madison Campus property; and

WHEREAS, on July 1, 2024, the Parties executed the First Amendment to the Facility Use Lease Agreement ("First Amendment"), which extended the Initial Term of the Agreement, modified the leased area of the Premises ("Amended Premises"), as depicted in **EXHIBIT A** attached to the First Amendment, and reduced the District's Annual Fee payment to \$400,000; and

WHEREAS, the term of the Agreement, as extended by the First Amendment, is set to expire June 30, 2025; and

WHEREAS, additional time is needed for the District to complete renovations on its Olympic High School campus and facilitate relocation of Olympic High School Programs back to their permanent site; and

WHEREAS, the Parties have agreed to further extend the District's lease of the Amended Premises for an additional semester under the same terms and fee credit structure, with an updated rental amount; and

WHEREAS, the Parties now desire and mutually agree to amend the Agreement as set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the District and College agree as follows:

AMENDMENT

1. Premises.

- 1.1. **Amended Premises.** The Amended Premises, as defined in the First Amendment, shall remain unchanged. The map of the Amended Premises attached as **EXHIBIT A** to the First Amendment shall remain in full effect.

2. Section 2 Term. Section 2.1.2 is hereby added to the Agreement as follows:

2.1.2. **Second Extended Term.** The term of this Agreement, as amended, is extended from July 1, 2025, through December 31, 2025 (“Second Extended Term”), unless sooner terminated under any provision herein. All references to the Initial Term and First Extended Term in the Agreement and First Amendment shall be deemed to include the Second Extended Term.

3. **Section 3 Lease Payments.** Sections 3.1.2., 3.2.2., and 3.3.2. are hereby added to the Agreement as follows:

3.1.2. **Second Extended Term Fees and Costs.** The District shall pay the College \$206,000 as compensation for the lease of the Amended Premises during the Second Extended Term (“Second Extended Term Fee”). The Second Extended Term Fee includes all parking, maintenance, and custodial service costs provided by the College for the District’s use of the Amended Premises, as set forth in the Agreement.

3.2.2. **Second Extended Term Payment Structure/Credits.** The College shall accept payment of the Second Extended Term Fee in the form of a one-to-one lease credit, which shall be applied to the College’s lease for the District’s Madison Campus property, located at 1018 Arizona Avenue, Santa Monica, California 90401, and currently in effect through May 3, 2058. The District’s annual invoice(s) to the College shall reflect a \$206,000 credit applied toward the College’s rent obligation for the Madison Campus.

3.3.2. **Early Termination During the Second Extended Term.** Termination of this Agreement during the Second Extended Term, pursuant to Section 25, will result in an adjustment to the District’s Second Extended Term Fee obligation. In such an event, the Second Extended Term Fee will be pro-rated at \$103,000 per half-semester.

4. **Defined Terms.** All terms not specifically defined in this Second Amendment shall have the same definition and meaning as in the Agreement and First Amendment.

5. **Counterparts of the Second Amendment.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same document. Counterparts may be delivered via facsimile, electronic mail, or other transmission method and any counterpart so delivered shall be given identical legal effect as an original.

6. **Governing Law.** This Second Amendment shall be governed by, and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. Any action or proceeding brought to enforce the terms and conditions of this Second Amendment shall be maintained in the County of Los Angeles.

7. **Miscellaneous.** Except as expressly modified by this Second Amendment, all terms and provisions of the Agreement and First Amendment remain unchanged and in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2025

Santa Monica-Malibu Unified School District

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 2025

Santa Monica Community College District

By: _____

Print Name: _____

Print Title: _____