AMENDMENT NO. 1 TO THE LEASE AGREEMENT BETWEEN THE ALBANY UNIFIED SCHOOL DISTRICT AND THE BERKELEY-ALBANY YMCA

This Amendment Number 1 to the Lease Agreement ("Lease") is made by and between Albany Unified School District ("District" or "Lessor"), which is located in the County of Alameda, State of California, acting through its Board of Trustees ("Board") and the Berkeley-Albany YMCA ("YMCA" or "Lessee") (collectively hereinafter "the Parties"), and is made with reference to the following facts.

RECITALS:

WHEREAS, the District owns, operates and maintains certain property located at 1216 Solano Avenue (former Albany Library), Albany, California ("Premises"); and

WHEREAS, the District and YMCA entered into the Lease to use the Premises for the purpose of child care and educational activities on or about June 12, 2018; and

WHEREAS, the term of the Parties commenced on July 1, 2018, and shall terminated on June 30, 2023; and

WHEREAS, as of July 1, 2019, Lessee pays Lessor the sum of Five Thousand Five Hundred Twenty One Dollars and Eighty-Eight Cents ($5,521.88 per month in rent for use of the Premises; and

WHEREAS, in light of the ongoing COVID-19 pandemic and physical distancing requirements and financial crisis regarding the same, it is the desire of the Parties to (1) temporarily reduce the monthly rent for the Premises, (2) enter into the temporary lease of additional District property at Cornell Elementary School's Multi-Purpose Room ("MPR") at 920 Talbot Avenue, Albany, California for the purpose of child care and educational activities, and (3) provide District employees with a reduced rate for enrollment of their child in the YMCA for child care and educational activities.

NOW, THEREFORE, THE DISTRICT AND YMCA AGREE as follows:

1. Section 1 of the Lease is hereby amended to read as follows: The Lessor hereby leases to Lessee and the Lessee hereby leases from Lessor the Premises located at 1216 Solano Avenue, Albany, California, commonly known as the former Albany Library pursuant to the terms and conditions as set forth herein. The Lessor further leases to Lessee and the Lessee hereby leases from Lessor the MPR located at 920 Talbot Avenue, Albany, California during the time period that District students are in a full distance learning model during the 2020-2021 school year only pursuant to the terms and conditions as set forth herein.

2. Section 3(D) of the Lease is hereby amended to read as follows: Lessor may terminate the portion of the Lease at the MPR within twenty (20) days advanced notice based on District students pivoting to a hybrid learning model.

3. Beginning July 1, 2020, as rent for Premises and fixtures, Lessee shall pay the Lessor the sum of One Dollar ($1.00) per month – a total of Twelve Dollars ($12.00) per year, and an additional One Dollar ($1.00) per month as rent for MPR and fixtures – a total of Twelve Dollars ($12.00 per year). Beginning July 1, 2021, rent for Premises shall revert back to the total monthly/yearly rent as agreed to pursuant to Paragraph No. 6 of the Lease with the option of an increase by the average Consumer Price Index ("CPI") calculated for the previous year. Beginning July 1, 2021 (or sooner if District students pivot to a hybrid learning model during the 2020-2021 school year), the portion of the Lease at the MPR shall terminate.

4. In exchange for reduced rent as set forth above, Lessee shall provide District employees with a reduced monthly rate of $600 for enrollment of their child in the YMCA for child care and educational activities during the 2020-2021 school year.

5. Where the word "Premises" appears in the Lease, it shall be replaced with "Premises/MPR" during the time period in which the MPR is being leased pursuant to this Amendment.

6. Except as modified herein, all remaining terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties through their duly-authorized agents have executed this Amendment on the date written below in the County of Alameda.

Date: _____

ALBANY UNIFIED SCHOOL DISTRICT
Lessor

By: _____
Dr. Frank Wells
Superintendent

Date: 9/8/2020

BERKELEY-ALBANY YMCA
Lessee

By: _____
Cheri Mezzapelle
Vice-president & CFO

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