

NINTH AMMENDMENT TO LEASE

Ninth Amendment to Lease (“**Amendment**”) is made as to the FINALIZE DATE, at Los Angeles, California by and between FamiliesFirst, Inc. (DBA EMQ FamiliesFirst) (“**Lessor**”) and Larchmont Charter School, a California nonprofit public benefit corporation (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into that certain Lease dated May 5th, 2006 (The “**Lease**”) for the rental of a portion of the premises located at 815 N. El Centro Avenue, Los Angeles, CA 90038 (“**Premises**”);

Whereas, Lessor and Lessee desire to amend the Lease;

NOW THEREFORE, Lessor and Lessee hereby agree as follows:

1. **Space.** The Lessor and Lessee agree that Lessee shall have the exclusive use of the FFA Building, Cottages 3, 4, 5, & 6, four (4) rooms in Building G (Room 201, Room 202, Room 204, and Room 208) and the “front office” section of the modular and shall have the ability, at Lessee’s sole discretion and expense, to renovate the building to make it suitable for classroom use by Lessee including, but not limited to, the removal of non-load bearing walls

2. **Rentable Square Footage.** The Lessor and Lessee agree that the total square footage of the space identified in Clause 1 is 15,446 and broken down as follows:

- Room 201 in Building G (235 sqft)
- Room 202 in Building G (235 sqft)
- Room 204 in Building G (235 sqft)
- Room 208 in Building G(289 sqft)
- Cottages 3/4 (5,996 sqft)
- Cottage 5/6 (5,996 sqft)
- FFA Building (2,220 sqft)
- Front office in Modular (240 sqft)

3. **Additional Outdoor Space.** The Lessor and Lessee agree that the Lessee shall have the exclusive use of the concrete patio to the north of the FFA Building at no charge to Lessee.

4. **Term.** The term of the lease shall commence on August 1, 2012 and extend through July 31, 2015.

5. **Rent.** The monthly Rent for the Rentable Square Footage outlined in Section 2 paid by Lessee shall be:

- a. \$2.03 per square foot (August 1, 2012 – July 31, 2013)
- b. \$2.07 per square foot (August 1, 2013 – July 31, 2014)
- c. \$2.11 per square foot (August 1, 2014 – July 31, 2015)

6. **Use of Additional Space.** Lessee shall be responsible for all phone and computer connections. Lessee shall have access to the Additional Rentable Square Footage during all regular hours of operation.

7. **Additional Memorandum of Understanding.** By August 25 of each year, both parties will sign a Memorandum of Understanding (MOU) outlining the days, times, and conditions the Lessee shall have access to additional non-exclusive space for the following as well as the conditions upon which these reserved times can be rescheduled:

- Once a month parent meetings in the late afternoon/early evenings
- Fiesta, Back to School Night, World's Fair, Garage Sale, Back to School Picnic
- Up to 6 tours for prospective parents on weekends between October 1 and February 5
- 10 hours of library a week (while school is in session), the schedule to be agreed upon quarterly:
 - By August 25, dates/times for September, October, and November will be agreed upon
 - By October 31, dates/times for December, January, and February will be agreed upon
 - By January 30, dates/times for March, April, and May will be agreed upon
 - By April 30, dates/times for June will be agreed upon
- Use of outdoor space so that the therapeutic after school program and our use of the outdoor space (e.g. dismissal, PE, LCS after-school) don't overlap
- The possible scheduling of a one week winter break camp and a two week spring break camp

The presence of an MOU does not preclude the parties from negotiating additional use of space.

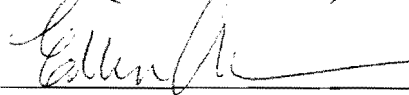
8. **Termination.** Landlord shall not terminate this Lease for any reason other than a material breach which is not cured within a reasonable amount of time, without providing prior written notice on or before October 15th for termination effective the last day of the school's academic year (traditionally in June). Tenant shall not terminate this Lease for any reason other than a material breach which is not cured within a reasonable time.

Except as set forth herein, all terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed the day and day first above written.

“LESSOR”
FAMILIESFIRST, INC
(a.k.a. EMQ FamiliesFirst)

“LESSEE”
LARCHMONT CHARTER SCHOOL

By: 
Name: Ellen Ammerman
Title: Chief Financial Officer

By: _____
Name: Brian C. Johnson
Title: Executive Director