

# First Amendment to Lease

This month to month rental agreement is entered into on this 1<sup>st</sup> day of April 2020 by and between ATC Square, LLC, a California limited liability company as Landlord and as Tenant, Achievement House, INC. ("Tenant".) Tenant with respect to that certain Standard Multi-Tenant shopping center lease – NNN (the "Lease") dated April 4, 2017, and is hereby made as integral part of thereof. Tenant and Landlord entered into a month to month agreement for certain Premises known as 1446 E. Grand Ave. Arroyo Grande, California, (the "Original Premises") as more particularly described in Lease.

**NOW THEREFORE**, in consideration of the Premises, the parties hereto agree that the expired lease is hereby amended as follows:

## AMENDMENT

1. **TERM:** Tenant and Landlord enter into the month to month agreement for certain Premises known at 1446 E. Grand Ave. Arroyo Grande, CA, (the "Original Premises") as more particularly described in the lease April 4, 2017.
2. **Minimum monthly rent:** For the Premises at the commencement of the term is \$3500.00 (1.00 PSF x 3500))
3. **Monthly NNN Expenses** are estimated as .36 PSF, totaling \$1260 per month, pending year end accounting of NNN expenses
4. **Total monthly rent:** due on the first day of every month is **\$4760.00**; 10% late fee charges (\$476.00) apply if received after 5<sup>th</sup> of every month.
5. **Termination of tenancy:** Either party may terminate contract with 60 days' notice to terminate and vacate premises.
6. All remaining terms and provisions of the expired Lease shall remain unchanged and in full force and effect.
7. **Base Rent rate Increases:** Landlord may increase rent with 30 days written notice to tenant.
8. Landlord agrees to postpone base rent of \$3500 for April 2020 only, and Tenant agrees to pay estimates of NNN fees of \$1260.00 for April 2020. This one-time deferral is specific and limited to April 2020 only and is entered into in a cooperative agreement due to the unforeseeable circumstances of the Corona Virus Pandemic. Any further request for rent postponement by tenant shall be accompanied by financial documentation from tenant supporting any further hardship requests.



## GENERAL TERMS AND CONDITIONS

1. All capitalized terms not defined herein shall have the same meaning set forth in the expired Lease.
2. This Amendment is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

AGREED THIS 1st DAY OF April 2020

"Landlord"

"Tenant"

ATC SQUARE, LLC

Achievement House, INC

A California limited liability company

Crystal Nevosh

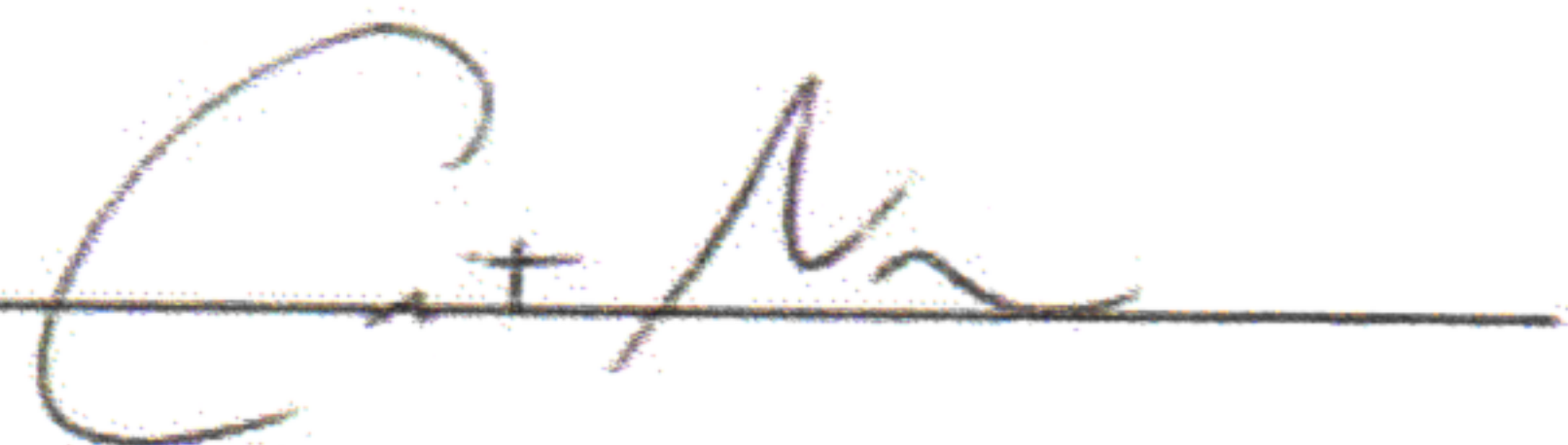
Tracy Liskey Del Rio

Executive Director

Managing Member

Achievement House, INC

By:   
Tracy Liskey- Del Rio

By:   
Crystal Nevosh



## Second Amendment to Lease

This month to month rental agreement is entered into on this 1<sup>st</sup> day of May 2020 by and between ATC Square, LLC, a California limited liability company as Landlord and as Tenant, Achievement House, INC. ("Tenant".) Tenant with respect to that certain Standard Multi-Tenant shopping center lease – NNN (the "Lease") dated May 4, 2017 and is hereby made as integral part of thereof. Tenant and Landlord entered into a month to month agreement for certain Premises known as 1446 E. Grand Ave. Arroyo Grande, California, (the "Original Premises") as more particularly described in Lease.

**NOW THEREFORE**, in consideration of the Premises, the parties hereto agree that the expired lease is hereby amended as follows:

### AMENDMENT

1. **TERM:** Tenant and Landlord enter into the month to month agreement for certain Premises known at 1446 E. Grand Ave. Arroyo Grande, CA, (the "Original Premises") as more particularly described in the lease April 4, 2017.
2. **Termination of tenancy:** Either party may terminate contract with 60 days' notice to terminate and vacate premises.
3. All remaining terms and provisions of the expired Lease shall remain unchanged and in full force and effect.
4. **Landlord agrees to Modify base rent of \$3500 to 50%, equaling \$1750.00 for May 2020 only, and Tenant agrees to pay estimates of NNN fees of \$1260.00 for May 2020. This one-time reduction is specific and limited to May 2020 only and is entered into in a cooperative agreement due to the unforeseeable circumstances of the Corona Virus Pandemic. Total due for May 2020 is \$3010.00.**

### GENERAL TERMS AND CONDITIONS

1. This Amendment is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

AGREED THIS 11 DAY OF May 2020

"Landlord"

"Tenant"

ATC SQUARE, LLC

Achievement House, INC

A California limited liability company

Crystal Nevosh

Tracy Liskey Del Rio

Executive Director

Managing Member

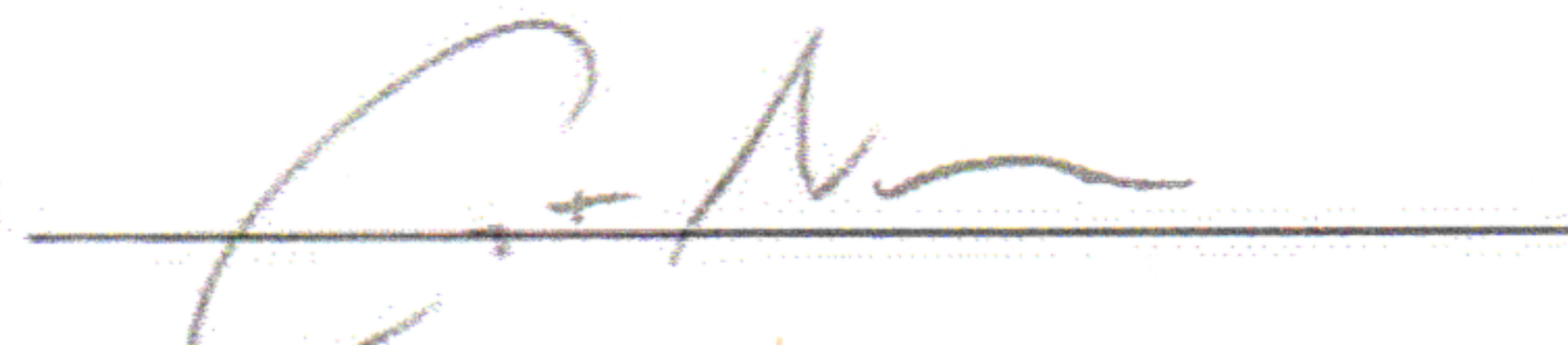
Achievement House, INC

By:



Tracy Liskey- Del Rio

By:



Crystal Nevosh



### THIRD AMENDMENT TO COMMERCIAL RENTAL AGREEMENT

Whereas **Arroyo Town & Country Square, LLC**, hereafter known as Lessor, and **Achievement House, Inc.**, hereafter known as Lessee, entered into a Commercial Lease Agreement dated April 4, 2017, at the Premises known as

**1446 East Grand Avenue, Arroyo Grande, California 93420**, and

**Whereas** Lessor and Lessee signed a First Amendment to Lease, dated April 1, 2020, changing the term of the Lease to a Month-to-Month status, and

**Whereas** Lessor and Lessee are motivated to amend and extend this Lease Agreement, the following changes are hereby made:

**Article 1.3 Term.** The current Month-to-Month status shall terminate on April 30, 2022, and an Extension Term shall commence on May 1, 2022, and terminate on April 30, 2023.

**Article 1.5 Base Rent.** Base Rent for the Extension Term shall be Three Thousand, Five Hundred Dollars (\$3,500.00).

**Article 1.6. Lessee's Share of Common Area Operating Expenses.** Commencing May 1, 2022, Tenant's share of Operating Costs shall be **One Thousand, Four Hundred Twenty-Two Dollars (\$1,422.00)** per month, based on \$0.406 per square foot budget. Tenant acknowledges this amount is only an estimate and will pay all pro-rated share of Actual Operating Expenses, as detailed in Article 4.2 (d).

**Article 4.2(a)(xi)** Lessee has right to obtain separate trash service from local service provider and locate dumpster behind Premises at location approved by Lessor. Said service shall be at Lessee's responsibility and expense, and maintained separate from Common Area Operating Expenses.

**Article 6.4 Standard of Operation.** Added to end of this paragraph: Lessee has the right to accept donations through the front door of Premises during regular business hours only.

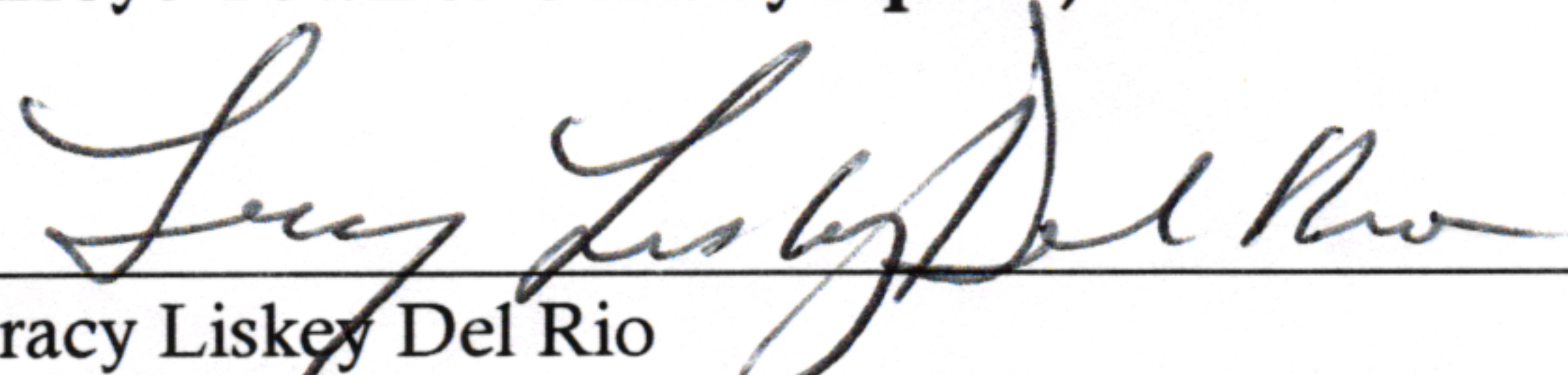
**Article 39 Options.** Lessee shall be granted a single option to renew this Lease for an additional two (2) years, commencing May 1, 2023, and terminating April 30, 2025. Terms and conditions of the Lease, as detailed in Article 39, shall be adhered to. Base Rent for the first year of the Option Term shall be Three Thousand, Six Hundred Five Dollars (\$3,605.00), and shall increase to Three Thousand, Seven Hundred Thirteen Dollars (\$3,713.00) in the second year of the Option Term.

**Total Monthly Rent, commencing May 1, 2022, shall be Four Thousand, Nine Hundred Twenty-Two Dollars (\$4,922.00).**

**All other terms and conditions of the Commercial Rental Agreement shall remain in effect.**

LESSOR

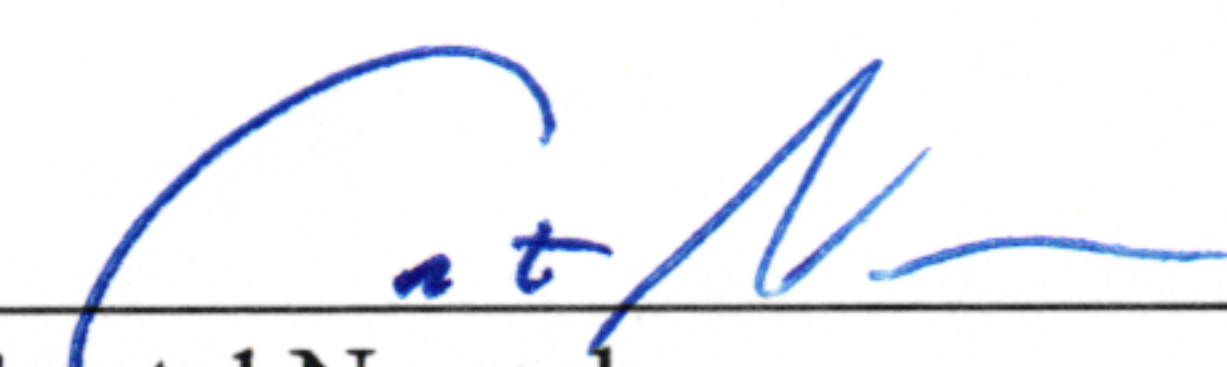
**Arroyo Town & Country Square, LLC**

  
Tracy Liskey Del Rio  
Managing Member

5-2-2022  
date

LESSEE

**Achievement House, Inc.**

  
Crystal Nevosh  
Executive Director, Authorized Officer

04/28/22  
date



## Fourth Amendment to Commercial Rental Agreement

This **Fourth Amendment** to the Lease (the "Amendment") is entered into on this day, April 19, 2023, by and between ATC Square, LLC, a California limited liability company, as lessor, Achievement House Inc., lessee with respect to that certain shopping center lease – NNN (the "Lease") dated April 4, 2017 and is hereby made as integral part of thereof. Lessor and Lessee entered the lease for certain Premises known as 1446 E. East Grand Ave. Arroyo Grande, California, (the "Original Premises") as more particularly described in Lease.

**NOW THEREFORE**, in consideration of the Premises, the parties hereto agree that the lease is hereby amended as follows:

### 4<sup>th</sup> AMENDMENT

1. Lessor and Lessee entered the Lease for certain Premises known at 1446 E. Grand Ave. Arroyo Grande, CA, (the "Original Premises") as more particularly described in the lease.
2. Lessor and Lessee in the interest of both parties, and for valuable consideration the sufficiency of which is hereby acknowledged, to extend the lease for two (2) years commencing May 1, 2023, and expiring on April 30, 2025.
3. The monthly rent for the Premises at the commencement of the lease renewal term shall be \$1.03 per square foot (\$3605.00) for the first year, commencing May 1, 2023. Rent increase to 1.06 per square foot (\$3713.00) on May 1, 2024.

Lease Term year 1: 5/1/2023 – 4/30/2024	1.03 per square foot base rent	Monthly rent: \$3605.00
Lease Term year 2: 5/1/2024 – 4/30/2025	1.06 per square foot base rent	Monthly rent: \$3713.00
NNN Expenses:	.45 per square foot.	NNN (2023) \$1,575.00
Total monthly due (base rent and NNN) for first year of lease commencing May 1, 2023:		<u>\$5,180.00</u>


4. All remaining terms and provisions of the Lease shall remain unchanged and shall remain in effect.

AGREED THIS 24<sup>th</sup> DAY OF April 2023

LESSOR

**ATC SQUARE, LLC**

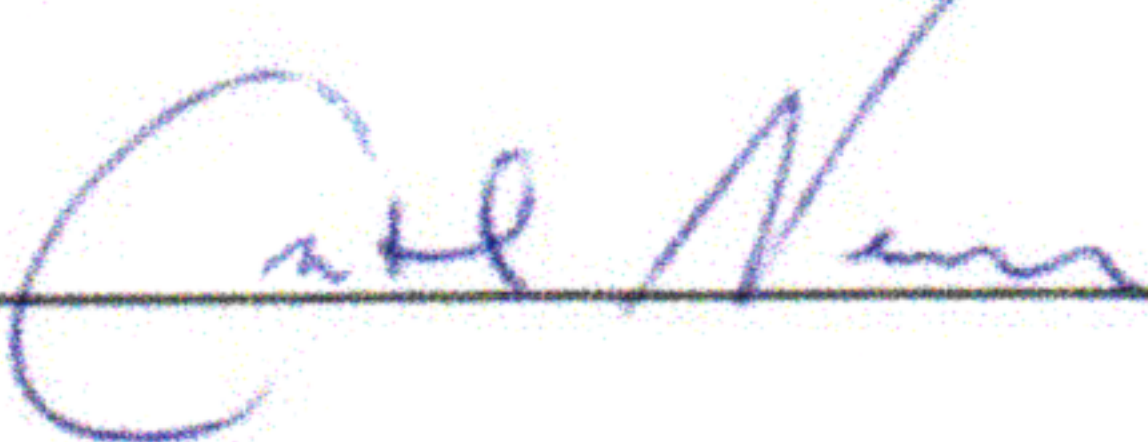
Tracy Liskey Del Rio, Member



Date: 4-25-2023

Lessee

**Achievement House. Inc**



Date: 04/24/23

Crystal Nevosh

Executive Director, Authorized Officer



## Fifth Amendment to Commercial Rental Agreement

This **Fifth Amendment** to the Lease (the "Amendment") is entered into on this day, August 1, 2024, by and between ATC Square, LLC, a California limited liability company, as lessor, Achievement House Inc., lessee with respect to that certain shopping center lease – NNN (the "Lease") dated April 4, 2017 and is hereby made as integral part of thereof. Lessor and Lessee entered the lease for certain Premises known as 1446 E. East Grand Ave. Arroyo Grande, California, (the "Original Premises") as more particularly described in Lease.

**NOW THEREFORE**, in consideration of the Premises, the parties hereto agree that the lease is hereby amended as follows:

### 5<sup>th</sup> AMENDMENT

1. Lessor and Lessee entered the Lease for certain Premises known at 1446 E. Grand Ave. Arroyo Grande, CA, (the "Original Premises") as more particularly described in the lease.
2. Lessor and Lessee enter additional agreement for certain premises known at 1440 E. Grand Ave, Arroyo Grande, CA 93420, totaling 1200 square feet. Tenant use is Office and Community Program Administration, or as otherwise mutually agreed. Lessee shall pay \$1000.00 deposit for an additional 1440 premises at time of lease execution.
3. Lessor and Lessee in the interest of both parties, and for valuable consideration the sufficiency of which is hereby acknowledged, to consolidate and extend the lease for three years (3) years commencing August 1, 2024, and expiring on July 31, 2027. Lessee has 2 (two), three (3) year options.
4. The monthly rent for the Premises at the commencement of the lease renewal term for **1446 E. Grand Ave.** shall be \$1.06 PSF base rent, totaling \$3710.00 per month. NNN is currently 45. PSF, totaling \$1575.00
5. The monthly rent for the premises at the commencement of the lease term for **1440 E. Grand Ave** shall be .85 PSF base rent, totaling \$1020.00 per month. NNN is currently .45 PSF, totaling \$540.00 per month

1446 3-year Lease Term: 8/1/2024 – 7/30/2027

1.06 PSF base rent

Monthly rent: \$3710.00

NNN Expenses:

.45 PSF NNN

NNN (2024) \$1,575.00

1440 3-year Lease Term: 8/1/2024 – 7/30/2027 (Early Possession 8-1-2024 and rent commences 9/1/2024.

.85 PSF base rent

Monthly rate \$1020.00

.45 PSF NNN

NNN (2024) \$540.00

**GRAND TOTAL:**

**\$ 6845.00**

6. All remaining terms and provisions of the Lease shall remain unchanged and shall remain in effect.

AGREED THIS

1

DAY OF

August

2024

**ATC SQUARE, LLC, Lessor**

**ACHIEVEMENT HOUSE, INC, Lessee**

Tracy Liskey Del Rio, Member

Crystal Nevosh. Executive Director, Authorized Office

Date:

Tracy Liskey Del Rio  
8-1-2024

Date:

8/1/24 Crystal Nevosh