

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) is dated as of the Effective Date (defined below) and is by and between City of Imperial Beach (“Lessor”), and the County of San Diego, a political subdivision of the State of California (“County”) with reference to the following facts.

RECITALS

A. Lessor and County entered into a Lease Agreement (“Lease”) on July 1, 2018, for that certain real property located at 845 Imperial Beach Boulevard, Imperial Beach, California and consisting of approximately 2,857 rentable square feet (the “Premises”), as further described in the Lease.

B. Lessor and County wish to amend the Lease in accordance with the terms and conditions set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and mutual promises contained herein, as of the Effective Date, the parties agree to amend and supplement the lease as follows:

1. AMENDMENT OF LEASE

1.1 Section 1.5 of the Lease, entitled Term, is hereby amended to read in its entirety as follows:

1.5 Term. One Hundred Twenty (120) months subject to the terms of Article 3.

1.2 Section 3.4 (b) of the Lease, entitled Early Termination Rights, is hereby amended to read in its entirety as follows:

(b) This Lease may be terminated by either party, in either party’s sole discretion, upon ninety (90) days prior written notice.

1.3 Section 3.5, entitled County’s Option to Extend Term, is hereby added to the Lease in its entirety as follows:

3.5 Option to Extend Term. Provided that the County is not in default of its obligations under this Lease, the Term may be extended for up to three (3) additional consecutive five (5) year period(s) (the “First Extension Period,” the “Second Extension Period,” and the “Third Extension Period,” individually, the “Extension Period”; collectively, the “Extension Periods”) upon mutual agreement of both parties. Such extension shall be documented in writing. Both parties must agree to extend the Lease no later than twelve

(12) months prior to the expiration of the initial Term for the First Extension Period, and no later than twelve (12) months prior to the expiration of the preceding Extension Period for the Second and Third Extension Periods. If both parties agree to extend the Term of this Lease, the Lease shall continue on the same terms and conditions, with the Monthly Rent adjusted in accordance with Section 4.2, Rent Adjustments, for each Extension Period.

2. MISCELLANEOUS

2.1 Effect of Amendment. Except as amended in this First Amendment, the Lease shall remain in full force and effect. In the event of a conflict between the provisions of the Lease and the provisions of this First Amendment, the provisions of this First Amendment shall control. This First Amendment will be binding upon an inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

2.2 Severability. In the event any one of more of the provisions of this First Amendment will for any reason be held invalid, illegal, or enforceable, the remaining terms and provisions of this First Amendment will not be affected thereby and will remain in full force and effect and be binding upon the parties hereto to the fullest extent permitted by law.

2.3 Entire Agreement. This First Amendment, together with the Lease, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, agreements and understanding of any kind, whether written or oral, with respect thereto.

2.4 Counterparts; Electronic Transmittal; Electronic Signatures. This First Amendment may be executed in counterparts, and County and Lessor agree that each counterpart shall constitute one agreement binding on County and Lessor, notwithstanding that County and Lessor are not signatory to an original or same counterpart. Executed counterparts of this First Amendment may be transmitted electronically, and County and Lessor agree that each counterpart of a fully executed First Amendment transmitted electronically via pdf attachment shall be binding as if the signatures transmitted electronically, were original signatures. This Lease may be executed using electronic signatures, and County and Lessor agree that each electronic signature shall have the same legal effect and enforceability as a manually executed signature to the extent provided for in the Uniform Electronic Transactions Act codified in State of California Civil Code Sections 1633.1 - 1633.17.

{Signatures on next page}

IN WITNESS WHEREOF, County and Lessor have executed this First Amendment as of the day and year written below. This First Amendment shall be effective as of the latest of the dates set forth below (“Effective Date”).

COUNTY:

County of San Diego, a political subdivision
of the State of California

By: _____
Marko Medved, Director
Department of General Services

Date: _____

Approved as to form and legality

By: _____
Inna Zazulevskaya, Senior Deputy
County Counsel

LESSOR:

City of Imperial Beach, a political
subdivision of the State of California

By: _____
Tyler Foltz
City Manager

Date: _____