

**First Amendment to Lease
Between the City of Coachella
And
Sixth Street Coffee**

1. Parties And Date.

This First Amendment to the Lease for commercial restaurant/café storefront ("First Amendment") is made and entered into this 14th day of July, 2021 by and between the City of Coachella ("Lessee") and Sixth Street Coffee, ("Lessor"). Lessee and Lessor are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. Recitals.

2.1 Lease. Lessee and Lessor entered into that certain Lease For Commercial Tenant Space dated July 25, 2018 ("Lease"), whereby Lessor is the owner of certain real property (the "Premises") described by Exhibit "A" attached to the Lease.

2.2 Amendment. Lessee desires to lease the Premises from Lessor for purposes of operating and managing a restaurant/café, and Lessor desires to lease the Premises to Lessee on the terms and conditions set forth in the Lease and in this First Amendment.

2.3 Amendment. Lessee and Lessor desire to amend the Lease for the first time to amend the following terms of the Lease: extend the term of the Lease.

3. Amendments.

3.1 Term of Lease. Section 4.1 and Rent. Section 5. of the Lease are hereby deleted in their entirety and replaced with the following:

4.1 Term. The original term of the Lease was three years and commenced on July 25, 2018 through August 30, 2021; the extended term continues for an additional three (3) years through August 30, 2024. (the "Term")."

5. Rent. During the Term of this Lease, Lessee shall pay to Lessor as rent the sum of Six Hundred Fifty Eight Dollars and No Cents (\$658.00) per month.

The monthly rent will be paid by the Lessee to the Lessor in advance of the 27th day of each month and continuing throughout the term of this Lease.

3.2 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Lease shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Lease" appears in the Lease, it shall mean the Lease as amended by this First Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.4 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

LESSEE:

THE CITY OF COACHELLA
A California municipal corporation

By: _____
Dr. Gabriel D. Martin, City Manager

Attest:

By: _____
Angela M. Zepeda, City Clerk

Approved as to Form:

By: _____
Carlos L. Campos, City Attorney

LESSOR:

SIXTH STREET COFFEE
a partnership

By: _____
President

