

## AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (“Amendment”) is entered into as of the 10<sup>th</sup> day of September, 2024, by and between the CITY OF NEEDLES, a Charter City and Municipal Corporation, hereinafter called “Lessor”, and the TRI-STATE ALANO CLUB OF NEEDLES, INC., a California nonprofit public benefit corporation, hereinafter called “Lessee”.

### RECITALS

- A. Lessor and Lessee entered into that certain “LEASE AGREEMENT” (“Lease”) dated July 11, 2017, whereby Lessee leases from the Lessor the premises located at 801 Third Street, Needles (a concrete block building with 25-five (25) foot frontage on Third Street. Sixty (60) feet in depth, for a total of fifteen hundred (1500) square feet building area) (the “Premises”) to be used for business and meetings of the Tri-State Alano Club of Needles, Inc. and no other purposes.
- B. The Lessor and Lessee subsequently extended the term of the Lease pursuant to the AMENDMENT TO LEASE AGREEMENT dated June 13, 2023 (“Amendment” and together with the Lease, the “Lease”), to provide for a termination date of November 12, 2022.
- C. The Lessor and Lessee have continued to recognize the validity of the Lease since November 12, 2022.
- D. The Lessor and Lessee subsequently entered into that certain AMENDMENT TO LEASE AGREEMENT dated June 13, 2023 (the “Amendment” and together with the Lease, hereafter the “Lease”), to further extend the term of the Lease until July 1, 2024.
- E. The Lessor and Lessee now wish to further extend the term of the Lease until September 10, 2025 subject to to the right of either party to terminate the Lease under a sixty (60) day notice to vacate.

**NOW THEREFORE**, for and in consideration of the mutual promises, terms, covenants, conditions and Recitals contained herein, which Recitals are incorporated herein by reference, Lessor and Lessee hereby agree to amend Section 3 of the Lease as follows:

**“Term.** The term of this lease shall continue until the 10<sup>th</sup> day of September, 2025. (“Term”). Notwithstanding the forgoing, either party may give the other party sixty (60) days written notice of intent to vacate or the need to have the other vacate the Premises, in which case this lease will terminate at the expiration of said sixty (60) days.

To the extent of a conflict between this Amendment and the Lease, this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed, as of the date set forth above.

City of Needles

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

TRI-STATE ALANO CLUB OF NEEDLES, INC., a California nonprofit public benefit corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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John Pinkney, City Attorney