

Lease Amendment

This Lease Amendment ("Amendment") is made and effective as of the ___ day of _____, 2018, by and between the City of Stockton, a municipal corporation ("City"), as successor to 501 W. Weber LLC, and Animal Protection League, a California non-profit corporation ("APL").

Recitals

- A. City is the owner of the land and improvements commonly known as 501 West Weber Avenue, Stockton, San Joaquin County (the "Building").
- B. APL is currently a month-to-month tenant in the Building according to the terms and conditions of that Lease Agreement dated December 1, 2017, with 501 W. Weber LLC attached hereto as Exhibit A (the "Lease").
- C. APL and City desire to modify the Lease for APL to occupy a different space within the Building.

Agreement

NOW THEREFORE, in consideration of the mutual promises herein, City and APL agree as follows:

- 1. Amendments
 - 1.1. The term "Leased Premises" in the Lease shall refer to Suite 100B-1 in the Building as shown in the floor plan attached hereto as Exhibit B.
 - 1.2. APL shall pay rent of Six Hundred Dollars (\$600) per month for the Leased Premises as of the date of this Amendment.
 - 1.3. APL shall no longer pay Thirty Dollars (\$30) per use of the conference room within the Leased Premises.
- 2. APL shall remove its personal property, equipment, machinery, trade fixtures, and temporary installations from its former office space in 30 or fewer days from the date of this Agreement.
- 3. Except as otherwise provided in this Agreement, all terms and conditions of the Lease shall remain in force and effect.

[Signatures on Following Page]

Signature Page to Lease Amendment

APL:

ANIMAL PROTECTION LEAGUE

By: _____
JACQUELINE RONZONE
EXECUTIVE DIRECTOR

CITY:

CITY OF STOCKTON

By: _____
KURT O. WILSON
CITY MANAGER

ATTEST:

CHRISTIAN CLEGG, DEPUTY CITY MANAGER
AND INTERIM CITY CLERK OF THE
CITY OF STOCKTON

APPROVED AS TO FORM AND CONTENT:
OFFICE OF THE CITY ATTORNEY

By: _____
CITY ATTORNEY

Exhibit A

Lease Agreement

This Lease Agreement ("**Lease**") is made and effective on the 1st day of December, 2017 by and between 501 W. Weber LLC, a California limited liability company, ("**Landlord**") and Animal Protection League ("**Tenant**"). Landlord and Tenant hereinafter are individually referred to as "**Party**" and collectively referred to as "**Parties**".

RECITALS

WHEREAS, Landlord is the owner of land and improvements commonly known and numbered as 501 West Weber Avenue, Stockton, San Joaquin County (the "**Building**").

WHEREAS, Landlord is under contract to sell the Building to the City of Stockton, a municipal corporation (the "**City**") for the City's occupation and use, and so enters this Lease with Tenant to reduce Landlord and Tenant's mutual obligations and rights to writing and for future assignment to the City.

WHEREAS, Tenant is currently the tenant of Suite 100 A of the Building ("**Leased Premises**").

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, the Parties agree as follows:

1. Term

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, on a month-to-month tenancy until terminated ("**Lease Term**"). Either Party may terminate this Lease after providing Tenant with thirty (30) days written notice.

2. Rental

Tenant shall pay to Landlord rent of \$200.00 dollars (\$ 200.00) per month. Each installment payment shall be due in advance on the first day of each calendar month during the Lease Term to Landlord at 501 West Weber Avenue, Suite 400A, Stockton, California 95203 or at such other place designated by written notice from Landlord. The rental payment amount for any partial calendar months shall be prorated on a daily basis.

3. Use

Exhibit A

The Leased Premises shall be used for general office purposes and no other. Tenant shall not do or permit to be done on the Leased Premises anything which is prohibited by or in conflict with any law, ordinance, or governmental rule. Furthermore, Tenant shall not do or permit to be done on the Leased Premises anything that will obstruct or interfere with the rights of other tenants of the Building, nor shall Tenant use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment

Tenant shall not assign this Lease without Landlord's prior written consent. Tenant shall not sublease all or any part of the Leased Premises, nor assign this Lease in whole or in part without Landlord's prior written consent. Landlord may assign this Lease to City.

5. Repairs

During the Lease Term, Tenant shall make, at Tenant's sole expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements

Tenant, at Tenant's sole expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Lease Term provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's sole expense.

7. Property Taxes

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance

Exhibit A

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be solely responsible for the costs of repair not covered by insurance.

B. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the use of the Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities

~~Tenant shall pay all charges for gas, electricity, and telephone services used by Tenant on the Leased Premises during the Lease Term unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.~~

Not applicable

10. Entry

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Landlord may grant to City, upon reasonable notice to Tenant, the right to inspect the Lease Premises in connection with the sale of the Building.

11. Parking

During the Lease Term, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord

Exhibit A

reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

12. Damage and Destruction

Subject to Section 8(A) above, if the Leased Premises or any part thereof or any appurtenance thereto is damaged by fire, casualty or structural defects, then Tenant shall have the right to elect, by notice to Landlord, to terminate this Lease as of the date of such damage.

13. Default

If Tenant is in default of payment of rent for fifteen (15) days after written notice by Landlord, or if Tenant is in default of any of its other covenants or conditions to be kept, observed and performed and such default continues for thirty (30) days after written notice from Landlord without correction thereof then having been commenced and diligently prosecuted, Landlord may declare the Lease Term ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity, including Landlord's right to terminate the Lease under the terms of Section 1. Landlord shall use reasonable efforts to mitigate its damages.

14. Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the Lease Term.

15. Subordination

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that

Exhibit A

it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

16. Security Deposit

Tenant has placed 70 Dollars (\$70) with Landlord (the "**Security Deposit**"). The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the Lease Term, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

17. Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by electronic mail or United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

501 W. Weber LLC
501 West Weber Avenue
Suite 400A
Stockton, CA 95203
Email: _____

If to Tenant to:

Animal Protection League
P.O. Box 691912

Exhibit A

Stockton, CA 95269

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

18. Waiver

No waiver of any default of either Party hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by either Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. Headings

The headings used in this Lease are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

20. Successors

The provisions of this Lease shall extend to and be binding upon the Parties and their respective legal representatives, successors, and assigns.

21. Performance

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

22. Authority

Each person executing this Lease on behalf of each Party warrants that the Party is an authorized and existing entity, that such Party is qualified to business in California, has the right and authority to enter into this Lease, and that each person signing on behalf the Party is authorized to do so.

23. Final Agreement

Exhibit A

This Agreement terminates and supersedes all prior understandings or agreements of the Parties on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

24. Governing Law

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

[signatures on following page]

Exhibit A

IN WITNESS WHEREOF, the parties have executed this Lease as of the

_____ day of _____, 20_____.

LANDLORD:

501 W. WEBER, LLC, a California limited liability company

By: _____
Jerry W. Butterfield
Managing Member

TENANT:

Animal Protection League
By: *Jacqueline Ronzone*
Printed: *Jacqueline Ronzone*
Title: *Executive Director*

Exhibit A

December 7, 2017

501 W. Weber LLC

Amendment to month to month agreement;

APL will pay \$80.00 per month for storage space at 509 W. Weber, space 105B and 106B, approximately 250 square feet.

APL will also pay on a "as need basis" \$30.00 per use of the conference room on the first floor at 501 W. Weber.

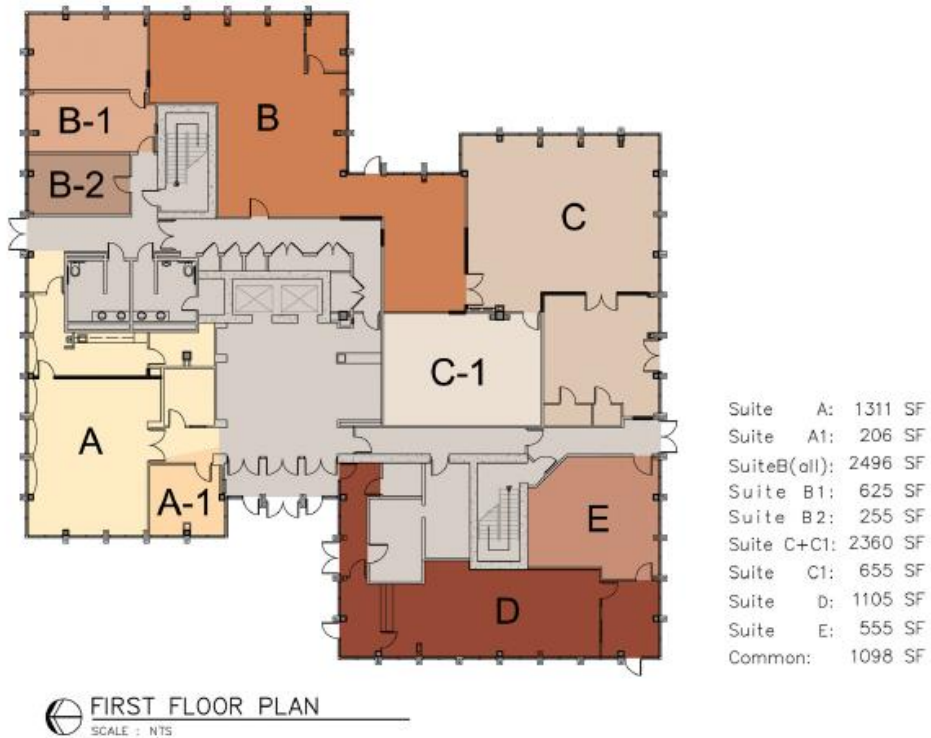
Tenant:

Animal Protection League

By Jacqueline Ronzone, Executive Director

A handwritten signature in cursive script, reading "Jacqueline Ronzone", is written over a horizontal line.

Exhibit B



501 W. Weber Stockton, California



WMB ARCHITECTS