

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (“**First Amendment**”) dated as of January ____, 2020, is made by and between the City of Richmond, a municipal corporation and charter city (“**Landlord**”), and Richmond Promise, Inc., a California non-profit corporation (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to as the “**Parties**”.

RECITALS

- A. Landlord and Tenant entered into that certain lease dated January 1, 2017 (the “**Lease**”).
- B. Pursuant to the Lease, Landlord leased to Tenant certain office and appurtenant cubicle space therein described and otherwise used by Tenant, located at 440 Civic Center Plaza, Richmond, California (the “**Premises**”).
- C. The Parties desire to amend the Lease pursuant to this First Amendment to extend the Lease Term and provide for additional extension options as set forth below.
- D. Defined terms used herein shall have the meaning set forth in the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Demised Lease Area; Month-to-Month. Effective as of March 1, 2019, the Premises is changed to add two cubicles as shown on Attachment 1 to this First Amendment. The two additional cubicles are available on a month-to-month basis, terminable upon ten (10) days written notice from either party.
2. Rental Payment. Effective as of March 1, 2019, Tenant shall pay an additional \$108 per month in Rent for the two additional cubicles shown on Attachment 1.
3. Attorney’s Fees. If any lawsuit is commenced to enforce any of the terms of this First Amendment, the prevailing party will have the right to recover its reasonable attorney’s fees and costs of suite from the other party.
4. Effective Date. This First Amendment shall be effective as of the date first set forth above.
5. Effect of First Amendment. Except as provided in this First Amendment, all other terms of the Lease are unamended and shall remain in full force and effect. The terms and provisions of this First Amendment shall have the same meaning as like terms in the Lease. In case of any inconsistencies between the terms and conditions contained in the Lease and the terms and conditions contained herein, the terms and conditions herein shall control.

6. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their properly authorized representatives as of the date and year first above written.

LANDLORD: City of Richmond, a municipal corporation and charter city

By: SS FALK
Name: STEVEN FALK
Title: CITY MANAGER
Date: 1.21.2020

Approved as to form:

Mr. Roe
City Attorney

Attest:

M. S. ...
City Clerk

TENANT: Richmond Promise, a California non-profit corporation

By: JJ
Name: Jessie Stewart
Title: Executive Director
Date: 1/15/20

Attachment 1
Premises

