

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is made and entered into this 2nd day of June, 2024, by and between the CITY OF FULLERTON, a municipal corporation (hereinafter referred to as "City"), and BOYS AND GIRLS CLUB OF FULLERTON (hereinafter referred to as "Tenant"). City and Tenant are at times collectively referred to as "Parties" or each separately as "Party."

RECITALS

WHEREAS, City and Tenant entered into a Lease Agreement, dated September 28, 2012 ("Original Lease"), pursuant to which Tenant leased premises consisting of a portion of the Fullerton Community Center ("Center") and associated parking at the Center and Amerige Park, located in Fullerton, California, Assessor's Parcel Numbers 032-160-04 and 032-160-05, described in Exhibit "A" to the Original Lease ("Premises").

WHEREAS, pursuant to Subsection C (Capital Contribution) of Section IV (Payments) the Original Lease, Tenant is obligated to pay to City \$700,000.00 as contribution for the construction of the Fullerton Community Center.

WHEREAS, Tenant has consistently made quarterly payments on capital contribution obligation and the as of the time of execution of this Amendment, the total current outstanding balance due to City as capital contribution payment under Section IV(C) is \$352,555.00 which amount would be fully paid in 2034 upon consistent quarterly payments.

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

1. Satisfaction of Subsection C (Capital Contribution) of Section IV (Payments).

In consideration of Tenants payment of a lump sum of \$295,000.00 within 30 days of execution of this Agreement by both parties, Tenants obligation to pay capital contribution under Section IV(C) shall be deemed as satisfied and fully discharged. The amount set forth herein is accepted as full and complete payment of the capital contribution owed with a discount of 2.8% allowed for future value of capital.

2. Except as modified herein, all other terms and conditions of the Original Lease, as amended by the First Amendment, remain in full force and effect. In the event the terms and conditions of this Second Amendment conflict with the terms of the Original Lease, the terms and conditions of this Second Amendment shall prevail and be controlling.

3. The Original Lease, as amended, contains the entire agreement of the Parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained in this Second Amendment shall be of any force and effect. This Second Amendment may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties.
4. This Second Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
5. The foregoing recitals are fully incorporated into this Second Amendment by this reference.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on the dates written below.

CITY OF FULLERTON
A municipal corporation

TENANT
Boys and Girls Club of Fullerton

By: _____
Eric Levitt
City Manager

By: _____
Name:
Title:

Date: _____

Date: _____

ATTEST:

By: _____
Name:
Title:

Lucinda M. Williams
City Clerk

Date: _____

APPROVED AS TO FORM:

Richard D. Jones
City Attorney