

**CIVIC ENTERPRISES  
LEASE AMENDMENT #1**

This Lease Amendment #1 is made this \_\_\_\_\_ day of December 2017 between Civic Enterprises, Civic Office Building, herein after referred to, "Lessor", and **Guadalupe-Coyote Resource Conservation District**, herein after referred to as "Lessee".

**RECITALS**

WHEREAS, Lessor and Lessee entered into the original Office Building Lease, dated October 23, 2012 for the lease of, including a load factor, approximately 880 rentable square feet of office space at the premises known as Suites 204-210 located at 888 North First Street, San Jose, California and

WHEREAS, Lessor and Lessee wish to modify and amend the Lease as follows:  
**AGREEMENT**

**LEASE TERM:** The term of this lease will be amended to add an additional Five (5) year term commencing December 1, 2017 and ending November 30, 2022. At the end of this new term, provided all leasehold terms and conditions of the original lease are met, an additional 3 year term will be available to lessee upon notice.

**RENTAL:** Commencing on the First (1st) day of December 2017 the said base monthly Rental plus additional utilities shall be as follows:

December 1st 2017	through	November 30th 2019	\$1,200.00
December 1st 2019	through	November 30th 2021	\$1,300.00
December 1st 2021	through	November 30th 2022	\$1,450.00

Lessee understands and agrees that the favorable rental rate quoted above is for this current Lessees benefit only. In the event Lessee chooses to sell, sublet or merge any part of the existing business for any reason, Lessor is in no way obligated to extend this same offer. Any new Lease would include an additional price per foot not to be less than .30 a Square foot.

**LEASE TERM ADDITIONS: 3 4. CANCELLATION OF LEASE BY LESSOR** – If Lessee chooses to extent lessee's term with the option provided in this Amendment #1 which ends November 30, 2022:

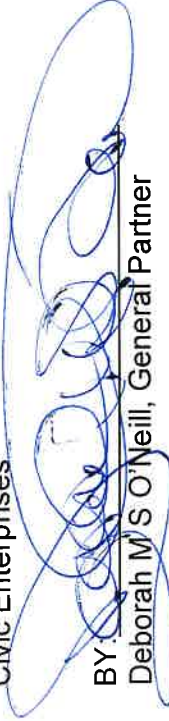
- Lessor reserves the right, at any time after the commencement of the terms herein contained, to cancel this leasehold agreement under the following terms and conditions.
- Upon giving Lessee a (90) ninety day written notice to vacate the premises, and the same (3) months tenancy at no change in rent or
- Upon giving Lessee a (90) ninety day written notice to vacate the premises, and \$3,000.00 if vacated within the first 30 days.

**MISCELLANEOUS:** Except as expressly amended herein, the terms provisions and conditions of the Original Lease referred to above shall remain unchanged and shall continue in full force and effect. In the event of any unavoidable conflict between the terms and provisions of this First Amendment to the original lease, the terms and provisions of this First Amendment to Lease shall prevail.

**OTHER THAN THE FOREGOING,** all other terms, covenants and conditions of the lease as far as applicable remain unchanged.

**IN WITNESS THEREOF,** the parties have executed this First Amendment to the original lease on the day and year first written above.

**LESSOR:**  
Civic Enterprises

BY:   
Deborah M. S. O'Neill, General Partner

**LESSEE:**

**Guadalupe-Coyote Resource  
Conservation District**

BY: \_\_\_\_\_  
Stephanie Moreno