

LEASE AMENDMENT NO. 1

PROPERTY: 1205 Lawrence Drive
Thousand Oaks, California 91320

LANDLORD: City of Thousand Oaks, a California municipal corporation

TENANT: Many Mansions, a California non-profit corporation

LEASE DATE: February 7, 2024

This Lease Amendment No. 1 ("**Amendment**"), is dated, for reference purposes only, as of **April 29, 2025**, and is entered into by and between the City of Thousand Oaks, a California municipal corporation ("**Landlord**") and Many Mansions, a California non-profit corporation ("**Tenant**"). Landlord and Tenant may be referred to herein as a "**Party**" and collectively as "**Parties.**"

NOW, THEREFORE, in consideration of the foregoing and of their mutual covenants contained herein, the Parties hereby agree as follows:

1. Background. Landlord and Tenant entered into that certain Ground Lease on February 7, 2024 (the "**Lease**"), for certain premises described therein and referred to as the Property. Landlord and Tenant desire to amend the Lease to, among other things, revise Section 12.2 pertaining to insurance requirements, Section 1.5 pertaining to easements, and to add lien rights for the benefit of Landlord. Capitalized terms used herein shall have the same meanings as ascribed to them in the Lease.

2. Use of the Property.

The following is added to Section 1.4 of the Lease:

"Tenant acknowledges the Improvements are exclusively for purposes of using the Property as a Navigation Center and to provide shelter to individuals and related services on an emergency basis and without charge to the occupants at the Navigation Center."

3. Easements.

Section 7.11 is superseded by Section 1.5 of the Lease which is amended and restated as follows:

"1.5 Reserved Easement Rights. Tenant agrees and consents to the following:

(A) The installation of the Permanent Improvements on the Property. Landlord, as the owner of the Permanent Improvements, shall have the right to access the Property to inspect, repair and maintain the Permanent Improvements, provided, however, that the right to access the Property as

provided herein shall not affect or modify Tenant's maintenance obligations under the Ground Lease. The Permanent Improvements are reflected in Exhibit 1 attached hereto and incorporated herein by reference.

(B) Landlord shall have the right to access the "Shared Use Areas" of the Property, as further depicted on Exhibit 1, and the rights of ingress to allow pedestrian, maintenance, stormwater, and other access consistent with the use and purposes of the Project, including for purposes of responding to emergencies.

(C) Tenant covenants to comply with the design and permit process of Landlord (or the City).

(D) Landlord, DignityMoves, or other contractors shall have the right to access the Property to complete construction of the Improvements and, following completion, perform any repairs, maintenance, or inspections of the Improvements as necessary to complete the Improvement Plan, subject to the terms of the Lease.”

4. **Waiver of Loss and Damage.** Section 12.7 of the Lease is amended and restated to read as follows:

"Landlord, and its officials, officers, employees, agents, or assigns shall not be liable for any damage to inventory or other property of Tenant, Tenant's employees, agents, representatives, or volunteers, located in, on or about the Property, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise, which is not the direct result of Landlord's sole and active negligence, and Tenant waives any claim against Landlord with respect to such property. Landlord shall not be liable to Tenant, Tenant's employees, agents, representatives, or volunteers, for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Property or from the pipes, appliance or plumbing works or from the roof, street or subsurface or from any other places or by any other cause of whatsoever nature. Landlord shall not be liable to Tenant, Tenant's employees, agents, representatives, or volunteers, for any such damage caused by other tenants or persons in the Property, occupants of adjacent property of the Project, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Property shall be so kept or stored at the sole risk of Tenant, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Landlord."

5. **Volunteer Waivers.** Section 12.8 is added to the Lease to read as follows:

"Section 12.8. Prior to allowing volunteers on the Property, Tenant shall obtain written waivers and releases of liability, in a form acceptable to the City, which shall release and waive any claims against the City in connection with any volunteers performing work, service, or other activity on the Property."

6. **Lien Rights.** Section 16.20 is added to the Lease to read as follows:

"**16.20 Landlord's Lien.** To secure the payment of all Base Rent, Additional Rent, and other charges due and to become due hereunder, and to secure the faithful performance of this Lease by Tenant, Tenant hereby grants to Landlord a security interest on all of the following property, now owned or hereafter acquired (collectively, the "**Collateral**"): all assets and all personal property of Tenant, relating in any way to the Premises (including the ownership, design, development, construction, improvement, equipping, furnishing, use, leasing, operation, management, occupancy, financing or sale, damage, destruction, condemnation, or taking of the Premises) and all proceeds, replacements, substitutions, products, accessions, and increases of any of the Collateral, and all receipts, revenues, rents, issues, and profits of operation, use, hiring, leasing, or licensing of any of the Collateral. (the "**Lien**"). The Tenant Improvements shall not be removed from the Property without the written consent of Landlord for the duration of the Lease. This Lien may be foreclosed with or without court proceedings by public or private sale, provided Landlord gives Tenant at least fifteen (15) days' notice of the time and place of said sale, and Landlord shall have the right to become the purchaser, upon being the highest bidder at such sale. As used in this description of Collateral for Landlord's Lien and in any future enforcement of the lien under applicable law: Tenant means the debtor, Landlord is secured party; and the Premises shall include Tenant's rights as tenant under the Lease together with all of its present and future appurtenances, buildings, structures, improvements, and fixtures. With regard to the Collateral and the Lien, Landlord shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. Nothing herein shall limit Landlord's remedies under Section 15. The obligations set forth in this Section 16.20 shall survive the expiration or earlier termination of the Lease."

7. Section 18 shall be included in the Lease to read as follows:

"**18. Qualified Commercial Tenant Status/SB 1103 Compliance.** Tenant hereby represents and warrants that, as of the date of Lease execution, it is not deemed a "qualified commercial tenant" defined in California Civil Code section 827(b)(7)(D) (as amended from time to time) as follows:

- a. A sole proprietorship, partnership, limited liability company, or corporation that (i) has 5 or fewer employees, including the owner, and (ii) generally lacks sufficient access to loans, equity, or other financial capital (a "microenterprise," as defined in California Business and Professions Code section 18000),
- b. A restaurant with fewer than 10 employees, or
- c. A nonprofit organization with fewer than 20 employees.

If Tenant's status changes to a "qualified commercial tenant" at any time during the Lease Term, Tenant shall provide notice to Landlord within 10 business days of such change in status."

8. Section 19 shall be included in the Lease to read as follows:

"19. Lease Negotiated in English. The parties acknowledge and agree that this Lease was negotiated and executed in the English language. If a translation of this Lease is provided to any party, it is for convenience only, and the English version shall control in the event of any conflict or discrepancy between the English version and the translated version."

9. Financing Statement. Contemporaneous with the execution of this Amendment (and if requested hereafter by Landlord), Landlord shall file UCC-1 in sufficient form so that when properly filed, the security interest hereby given shall thereupon be perfected.

10. Entire Agreement. This Amendment and the Lease, represent the final and entire agreement between Landlord and Tenant regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent, or contemporaneous communications or agreements of the Parties. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control and prevail.

11. Ratification; Miscellaneous. Except as modified by this Amendment, in all other respects the Lease is hereby ratified and affirmed and remains in full force and effect. This Amendment may be executed in one or more counterparts.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the last date written below.

LANDLORD City of Thousand Oaks, a California municipal corporation By: _____ Name: <u>Andrew P. Powers</u> Its: <u>City Manager</u> Dated: _____ ATTEST By: _____ Name: <u>Laura B. Maguire</u> Its: <u>City Clerk</u> Dated: _____	TENANT Many Mansions, a California non-profit corporation By: _____ Name: _____ Its: _____ Dated: _____
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