

SECOND AMENDMENT TO STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

This SECOND AMENDMENT ("Second Amendment") is made as of July 1, 2025 (the "Effective Date"), by and between Di Giovanni Family Trust ("Landlord"), and City of Rialto, ("Tenant"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Original Lease (as hereinafter defined). Landlord and Tenant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement, dated April 06, 2010 (the "Original Lease"), for the premises located at 521 West Rialto Avenue, Suite B, Rialto, CA 92375.

WHEREAS, Landlord and Tenant now desire to amend the Original Lease on the terms and conditions contained herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1. Term.** Amending Paragraph 1.3, the term of the lease shall be extended for an additional Five (5) year period, beginning July 1, 2025 and terminating June 30, 2030.
- 2. Rental Rate.** Amending Paragraph 1.5, the new monthly rental rate during this extended term shall be as follows:

July 01, 2025 through June 30, 2026	\$ 5,501.48
July 01, 2026 through June 30, 2027	\$ 5,721.54
July 01, 2027 through June 30, 2028	\$ 5,950.40
July 01, 2028 through June 30, 2029	\$ 6,188.42
July 01, 2029 through June 30, 2030	\$ 6,435.95

- 3. Certification.** As an essential inducement to Landlord to execute this Second Amendment, Tenant certifies and warrants to and agrees with Landlord that (a) no event of default by Landlord under the Original Lease exists as of the date hereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute an event of default, (b) Landlord is not in any manner in default in the performance or observance of any obligation or duty owed to Tenant, under the Original Lease or otherwise, and (c) Tenant has no defenses, offsets, claims or counterclaims to the observance and performance by Landlord

of any provision of the Original Lease or this Second Amendment or, if any such defenses, offsets, claims or counterclaims exist, they are hereby forever waived, released and settled in consideration of this Second Amendment.

4. **Authority.** Tenant represents and warrants to Landlord that this Second Amendment has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof.
5. **Counterparts.** This Second Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Second Amendment. This Second Amendment is binding on each party hereto, its directors, officers, partners, employees, agents, heirs, assigns, successors, attorneys and other representatives. In the event that Tenant is comprised of more than one individual or entity, this Second Amendment shall be jointly and severally binding on each individual or entity.
6. **No other changes.** Except as modified herein, all terms, covenants, and conditions of the Original Lease shall remain in full force and effect. In the event of a conflict between any of the terms of this Second Amendment and any of the terms of the Original Lease, the terms of this Second Amendment shall control.
7. **Integration.** This Second Amendment consists of pages 1 through 3 inclusive, which constitute the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the transaction discussed in this Second Amendment.
8. **Applicable law.** The laws of the State of California shall govern the interpretation and enforcement of this Second Amendment.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement on the date and year first written above.

TENANT:

THE CITY OF RIALTO

By: _____
Joe Baca, Mayor

ATTEST:

Barbara A. McGee, City Clerk

APPROVED AS TO FORM
BURKE, WILLIAMS & SORENSEN, LLP

Eric S. Vail, City Attorney

LANDLORD:
Di Giovanni Family Trust

Print Name: _____