

## **FIFTH AMENDMENT TO LEASE AGREEMENT**

This FIFTH AMENDMENT TO LEASE AGREEMENT (Fifth Amendment) is made and entered into this day of November \_\_\_\_, 2021, by and between the **CITY OF GARDEN GROVE**, a municipal corporation (City) and **CREDIT UNION OF SOUTHERN CALIFORNIA**, a California corporation (Tenant).

### **RECITALS**

A. Whereas, the City and Golden West Cities Federal Credit Union previously entered into that certain Lease Agreement, dated November 19, 1991, as amended by that certain First Amendment to Lease Agreement, dated December 1, 2001 and Second Amendment to Lease Agreement dated November 22, 2016 (collectively, the "Lease") pertaining to certain real property owned by the City located at 11390 Stanford Avenue, Garden Grove, CA, referred to herein as the "Premises."

B. Whereas, Golden West Cities Federal Credit Union merged with Credit Union of Southern California and the Garden Grove City Council approved assignments of the Lease to Credit Union of Southern California.

C. Whereas, effective April 1, 2014, Credit Union of Southern California assumed, all of Golden West Cities Federal Credit Union's rights, obligations, and liabilities as "Tenant" under the Lease.

D. Whereas, the City and Tenant desire to amend the Lease to extend the term thereof subject to the terms set forth herein.

**NOW THEREFORE**, in consideration of the foregoing Recitals that are a substantive part hereof and the covenants herein contained, and in consideration of the terms and conditions of this Fifth Amendment, City and Tenant agree as follows:

1. The monthly rental amount is hereby amended and changed to Five Thousand Six Hundred and Forty Dollars and 95/100 Cents (\$5,640.95) per month.
2. The termination date of the Lease is hereby amended from December 1, 2021 and is extended for an additional year, terminating on December 1, 2022.
3. The Tenant shall have the option to extend the term of the Lease for an additional year. The Tenant shall provide the City with 90-day advance written notice of its intent to exercise each one-year extension option prior to the expiration of the then current term. For each extension period, the monthly rental shall be adjusted by the CPI, not to exceed three percent (3%).
4. All other terms, covenants, and conditions set forth in the Lease shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the City and Tenant have executed the FIFTH AMENDMENT TO LEASE AGREEMENT as of the date first above written.

**“CITY”**

CITY OF GARDEN GROVE,  
A municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Scott C. Stiles                      Dated  
City Manager

**“TENANT”**

CREDIT UNION OF SOUTHERN CALIFORNIA  
a California Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Tax I.D.: \_\_\_\_\_

If TENANT, is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

**ATTEST:**

\_\_\_\_\_  
Teresa Pomeroy  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Omar Sandoval  
Garden Grove City Attorney