

SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is made and entered into this _____ day of October, 2016, 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 Federal Credit Union previously entered into that certain Lease Agreement, dated November 19, 1991, and that certain First Amendment to Lease Agreement, dated December 1, 2001 (collectively, the "Lease") pertaining to certain real property owned by the City located 11390 Stanford Avenue, Garden Grove, CA, referred to herein as the "Premises."
- B. Whereas, Golden West Federal Credit Union merged with Credit Union of Southern California and the Garden Grove City Council approved assignment 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 Federal Credit Union's rights, obligations, and liabilities as "Tenant" under the Lease.
- D. Whereas, the Lease incorrectly identifies the leased Premises' square footage of the leased area as 2,882 sf instead of 3,738 sf.
- E. Whereas, the City and Tenant desire to amend the Lease to extend the term thereof and correct the area of the leased Premises 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 Second Amendment, City and Tenant agree as follows:

1. The rentable area of the Premises is hereby amended to 3,738 square feet.
2. The monthly rental amount is hereby amended and changed to Five Thousand Two Hundred Thirty Three Dollars and Twenty Cents (\$5,233.20) per month.
3. The termination date of the Lease is hereby amended from December 1, 2016 and is extended for an additional three (3) years, terminating on December 1, 2019.
4. The Tenant shall have the option to extend the term of the Lease for an additional two years in one year increments. The Tenant shall provide City with 90-day advance written notice of its intent to exercise each one-year option prior to the expiration of the then current term.
5. 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 this SECOND AMENDMENT TO LEASE AGREEMENT as of the date first above written.

“CITY”
CITY OF GARDEN GROVE, a municipal
corporation

By: _____
Scott C. Stiles, City Manager

ATTEST

Kathleen Bailor, City Clerk

APPROVED AS TO FORM

City Attorney

“TENANT”
CREDIT UNION OF SOUTHERN CALIFORNIA,
a California corporation

By: Dave Bevil

Its: PRESIDENT/CEO

By: _____

Its: _____