

EXTENSION AND THIRD AMENDMENT OF LEASE

THIS EXTENSION AND THIRD AMENDMENT OF LEASE ("Amendment") is made and dated _____, 2024, between **GGP-OTAY RANCH, L.P., a Delaware limited partnership** ("Landlord") and **The City Of Chula Vista, a California municipal corporation** ("Tenant"). Landlord and Tenant may be collectively referred to as the "Parties."

Under the lease dated **November 19, 2013** (which with any and all amendments is the "Lease"), Landlord leased to Tenant premises numbered **0407** containing a total area of approximately **2,000** square feet in the **Otay Ranch Town Center** Shopping Center located in Chula Vista, California (the "Leased Premises"). Under the Extension and First Amendment of Lease dated **November 15, 2016**, the Lease was modified. Under the Extension and Second Amendment of Lease dated **March 17, 2020**, the Lease was further modified.

In consideration of the mutual benefits and covenants contained in this Amendment, the sum of **\$10.00** paid by each party to the other, the consideration Landlord may be entitled to under the Lease payable to Landlord upon demand and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Parties agree that effective retroactive to **May 1, 2023** (the "Effective Date"):

1. The Term of the Lease as set forth in Reference Provision 1.02 and ARTICLE 1 of the Lease shall be and is hereby extended for a period of **two (2) years and eight (8) months**, beginning on **May 1, 2023**, and ending on **December 31, 2025** (the "Extension Period").

2. During the Extension Period, the Minimum Annual Rental pursuant to Reference Provision 1.07 and Article 4(a) of the Lease shall be **\$1.00 per year**. The sum outlined herein shall include an unallocated share of Taxes under ARTICLE 7 and the Operating Expenses Payment under Reference Provision 1.22 and ARTICLE 17 of the Lease. Landlord shall allocate such rental in its sole discretion. Such allocation shall in no way increase the sum outlined above.

3. During the Extension Period, Tenant shall continue to pay separately for utilities or consumables such as electricity, water, sewer, trash, HVAC or the like that are attributable to the Leased Premises under ARTICLE 16 of the Lease, and any other charges and costs imposed on Tenant under the Lease, except as otherwise specifically provided for in this Amendment.

4. Reference Provision 1.27 of the Lease (as amended by paragraph 4 in the Extension and Second Amendment) is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"1.27 Termination Right:

A. Landlord Termination Right. Landlord shall have the right to terminate this Lease upon 30 days advance written notice to Tenant.

B. Tenant Termination Right. Tenant shall have the right to terminate this Lease upon 90 days advance written notice to Landlord."

5. The Lease is not otherwise modified and remains ratified and confirmed.

6. This Amendment and the Lease shall be considered, for all intents and purposes, one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall, in all instances, prevail. If any provision of this Amendment or the application thereof to any person or circumstance is or becomes illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist herein.

7. Each provision of the Lease and this Amendment shall extend to and shall bind and inure to the benefit of Landlord and Tenant, their respective heirs, legal representatives, successors and assigns. Tenant hereby warrants and certifies to Landlord that: (i) Tenant is a municipal corporation duly organized and in good standing under the laws

of the State of **California**; (ii) Tenant is authorized to do business in the State of **California** and to execute and deliver this Amendment; and (iii) the person executing this Amendment is authorized and empowered to bind the corporation to the terms of this Amendment by his or her signature hereto.

8. Landlord and Tenant intend to have the option for either party or both parties, to enter into this Amendment with electronic signatures or with signatures signed, scanned to Portable Document Format (“PDF”) and delivered via email or DocuSign (or similar electronic format) and, if so, each party hereby consents to the other party entering into this Amendment with electronic signatures or with signatures signed, scanned to PDF and delivered via email, and such electronic signature shall be as valid as an original handwritten signature of such party to this Amendment and shall be effective to bind such party to this Amendment.

[Signatures appear on the following page]

This Amendment is dated as of the date first above written.

TENANT:

THE CITY OF CHULA VISTA, a California municipal corporation Approved as to Form
d/b/a “Chula Vista Public Library”

By: _____
 Authorized Signatory

By: _____
 Marco A. Verdugo
 City Attorney

LANDLORD:

GGP-Otay Ranch, L.P., a Delaware limited partnership

By: GGP-Otay Ranch L.L.C., a Delaware limited liability company, its general partner

By: GGP/Homart II L.L.C., a Delaware limited liability company, its sole member

By: _____
 Authorized Signatory



If Tenant is a CORPORATION, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing. The Amendment must be executed by the President or Vice-President and the Secretary or Assistant Secretary, unless the bylaws or a resolution of the board of directors shall provide otherwise, in which case, the bylaws or a certified copy of the resolution must be attached to this Amendment. The appropriate corporate seal must also be affixed.