

**FONTANA FIRE STATION NO. 73
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“Tenant”); collectively, the “Parties.”

1. Background. Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 8143 Banana Ave., Fontana, California, 92335, in the City of Fontana California (APN 0230-041-01) (the “**Property**”). The Property is improved with Fire Station No. 73 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

2. Lease Modifications:

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or 83,042.40 per month, and \$498,254.40 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16 (b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16 (b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

3. Option to Renew.

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

4. Back Rent; Separate Agreement.

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$94,503.36. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

5. Ratification; Miscellaneous.

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

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

LANDLORD

CITY OF FONTANA,
a municipal corporation

By: _____
Name: _____
Its: _____
Dated: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____

TENANT

FONTANA FIRE PROTECTION DISTRICT,
a subsidiary district of the City of Fontana

By: _____
Name: _____
Its: _____
Dated: _____