

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (“**Second Amendment**”) is dated _____, 2023 (the “**Second Amendment Effective Date**”) and is between **COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the “**District**”) and **SOUTHERN CALIF. POTTERY, INC.**, a California corporation (“**Tenant**”). Together, the District and Tenant are the “**Parties**.”

The Parties entered into a Lease Agreement dated April 14, 2010, as amended by a First Amendment to Lease Agreement, dated January 8, 2020 (collectively, the “**Lease**”), under which Tenant leases from the District the Leased Premises, which consists of approximately 4 acres of the District’s real property located at 350 W. Sepulveda Blvd. in the City of Carson, California. All terms not defined in this Second Amendment have the meanings ascribed in the Lease.

The term of the Lease currently expires on March 31, 2024 (the “**Expiration Date**”). Tenant desires to extend the Expiration Date through December 31, 2026, and offers to pay the District increased rent as consideration for granting the extension of the Expiration Date.

The District and Tenant therefore amend the Lease as follows:

1. **Term.** Effective as of the Second Amendment Effective Date, the Expiration Date is December 31, 2026, subject, however, to earlier termination as provided in the Lease.

2. **Rent.** Effective on January 1, 2024, the Minimum Rent payable by Tenant to the District shall increase by 5%, from \$9,377.97 to \$9,846.87 per month, as consideration for granting the extension of the Expiration Date. This one-time increase is in addition to the annual adjustment applied to the Minimum Rent on each anniversary of the Commencement Date as provided in Section 5.2 of the Lease.

3. **Representations.** Tenant represents and warrants for the benefit and reliance of the District as follows: (a) the Lease has not been modified, changed, altered or amended in any respect (except only by this Second Amendment) and is legal, valid, and binding, in full force and effect, and enforceable in accordance with its terms; (b) there exists no breach or default, nor state of facts, nor condition which with notice, the passage of time, or both, would result in a breach or default under the Lease on the part of Tenant or the District; (c) no claim, controversy, dispute, quarrel or disagreement exists between the District and Tenant, and (d) Tenant has no right to renew or extend the term of the Lease.

4. **Miscellaneous.** Except as stated above, all other terms and conditions of the Lease remain in full force and effect. In the event of any conflict or inconsistency between the Lease and this Second Amendment, the provisions of this Second Amendment will prevail. Each individual signing this Second Amendment warrants and represents that he or she has the full authority to execute this Second Amendment on behalf of the party on whose behalf he or she so signs, and that he or she is acting within the scope of such authority.

The Parties are signing this Second Amendment as of the Second Amendment Effective Date.

**COUNTY SANITATION DISTRICT NO. 8
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

APPROVED:

**COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

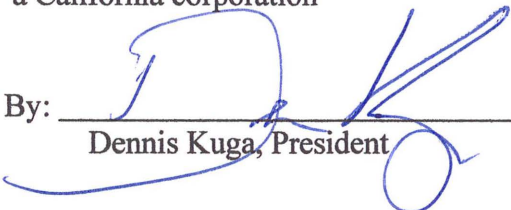
Secretary to the Board

APPROVED AS TO FORM:

Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

SOUTHERN CALIF. POTTERY, INC.,
a California corporation

By:  _____
Dennis Kuga, President