

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“**First Amendment**”) is dated _____, 2024 (the “**Effective Date**”) and is between COUNTY SANITATION DISTRICT NO. 3 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 RODERICK L. DODD, an individual doing business as Organic Harvest Gardens (“**OHG**”) and referred to herein as “**Tenant**” or “**Dodd**”. The District and Tenant are referred to individually in this First Amendment as a “**Party**” and collectively as the “**Parties**.”

A. The District, as landlord, on the one hand, and Dodd and Adam Romick (“**Romick**”), jointly and severally, as tenants, on the other hand, entered into a Lease Agreement, dated August 14, 2019 (the “**Lease**”), concerning lease of the Premises, an approximately 28,320 square foot portion of a 1.86-acre Property owned by the District in the City of Long Beach, so that Tenant could establish, operate and maintain an organic farm. All terms not defined in this First Amendment have the meanings ascribed in the Lease.

B. Dodd has informed the District that, in March 2023, Romick and Dodd terminated their business relationship with one another with respect to OHG. Dodd has further informed the District that he is the sole owner and principal of OHG. Despite the foregoing and the fact that Romick will not sign this First Amendment, in no event shall Romick be released from his obligations under the Lease.

C. The Minimum Rent under the Lease is currently \$175.76 per month. Tenant has paid all Minimum Rent due through February 2024.

D. Due to the limited revenue that its organic farming operations generate and the expenses that Tenant incurs to provide its services to the local community, Tenant has requested that the District eliminate the requirement for Tenant to pay Minimum Rent. The District is willing to eliminate the Minimum Rent requirement provided that Tenant signs this First Amendment and agrees to the terms and conditions hereof.

E. Use of the Premises by Tenant is a public benefit and the primary consideration that the District derives from Tenant is not the Minimum Rent, but that Tenant’s operations (a) are not permanent which allows the District to take back the Premises if needed for District’s operations and (b) provide security for the Premises and the Property, which does not have direct access to public right-of-way and may otherwise be subject to trespassing, dumping, or squatting.

The District and Tenant therefore amend the Lease as follows:

1. **Amendment to Section 2.** Sections 2.1, 2.2 and 2.3 of the Lease are hereby deleted in their entirety and replaced with the following:

“Section 2.1 Payment. Effective as of March 1, 2024, the Minimum Rent is \$0 per month.

Section 2.2 Intentionally Omitted.

Section 2.3 Intentionally Omitted.”

2. **Reaffirmation.** Tenant hereby reaffirms that the Lease is and shall continue in full force and effect and is enforceable against Tenant in accordance with its terms. Tenant represents for the benefit of the District that (a) the Lease and this First Amendment constitute the entire agreement between the

District and Tenant, (b) the Lease has not been modified, changed, altered or amended in any respect (except only by this First Amendment), and (c) 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 on the part of either the District or Tenant under the Lease. Tenant further confirms and represents for the benefit and reliance of the District that this First Amendment is supported by adequate and good consideration, and that the Lease was supported, and continues to be supported, by adequate and good consideration. Tenant also acknowledges the accuracy of Recitals A through E set forth above.

3. **Conflict.** If there is any conflict or inconsistency between this First Amendment and the Lease, the First Amendment prevails.

4. **Counsel; Drafting.** The Parties represent and warrant to one another that each of them has had the full opportunity of consulting counsel of their own choosing in connection with the preparation of this First Amendment, that each of them has read and understood the provisions of this First Amendment and is fully aware of the contents and legal effect thereof. Each and every provision of this First Amendment has been independently, separately and freely negotiated by the Parties as if this First Amendment were drafted by all Parties hereto. The Parties, therefore, waive any statutory or common law presumption which would serve to have this First Amendment construed in favor of, or against, any Party.

5. **Severability.** In case any one or more of the provisions contained in this First Amendment or the Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court, arbitrator or administrative agency having jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this First Amendment and the Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

[Signatures Appear on Following Page]

The District and Tenant are signing this First Amendment as of the Effective Date.

**COUNTY SANITATION DISTRICT NO. 3
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

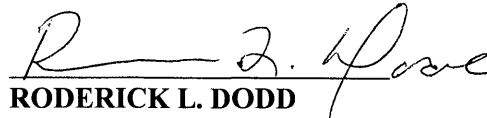
ATTEST:

Secretary to the Board

APPROVED AS TO FORM:

Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel



RODERICK L. DODD