

## SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (“**Second Amendment**”) is effective October 13, 2021 (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.* (“**Lessor**”) and **PALOS VERDES PENINSULA TRANSIT AUTHORITY**, a Joint Powers Authority (“**Tenant**”). Together, the District and Tenant are the “**Parties.**”

A. The Parties entered into a Lease Agreement, dated August 13, 2008, as amended by a First Amendment to the Lease Agreement (the “**First Amendment**”) dated December 1, 2011 (collectively, the “**Lease**”), under which Tenant leases from Lessor the Leased Premises, which consists of a total of 18,500 square feet of Lessor’s real property located at the Joint Water Pollution Control Plant in the City of Carson, County of Los Angeles, State of California. All terms not defined in this Second Amendment have the meanings ascribed in the Lease.

B. The Lease commenced on August 13, 2008. Prior to the expiration of the term of the Lease on November 30, 2016, Tenant exercised its option under the First Amendment to extend the term for an additional 5 years. The term of the Lease currently expires on November 30, 2021 (the “**Expiration Date**”).

C. Tenant desires to extend the Expiration Date by an additional 5 years and to have an option for a further 5-year extension.

The District and Tenant therefore amend the Lease as follows:

1. Term. Effective as of the Second Amendment Effective Date, the Expiration Date is November 30, 2026, subject, however, to earlier termination as provided in the Lease.

2. Option. Tenant shall have one option to extend (“**Extension Option**”) the term of this Lease. The option period (“**Option Period**”) will commence upon the Expiration Date and expire on November 30, 2031, provided that Tenant exercises the Extension Option in strict accordance with the terms and conditions of this Section 2. Tenant may give Lessor written notice of its intent to exercise its Extension Option (the “**Exercise Notice**”) not earlier than 6 months and not later than 3 months prior to the commencement of the Option Period. If Tenant fails to exercise its Extension Option in strict accordance with the provisions of this Section 2, then the Extension Option will terminate immediately, unconditionally, automatically, and without notice, and be of no further force or effect. If the term of this Lease is extended pursuant to the provisions of this Section 2, then references in the Lease to the “**term**” will be deemed to include the Option Period. During the Option Period, the rent shall increase as provided in Section 8 of the Lease.

3. Assignment and Subletting. Tenant shall not, without the prior written consent of Lessor (which consent may be withheld in Lessor’s sole and absolute discretion) sublease the Leased Premises or any part thereof or sell, transfer, convey, exchange, assign, pledge, hypothecate, dispose of, or encumber, voluntarily, involuntarily, by operation of law or otherwise this Lease (or any portion thereof) or its rights hereunder.

4. Representations. Tenant represents and warrants for the benefit and reliance of Lessor 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 Lessor; and (c) no claim, controversy, dispute, quarrel or disagreement exists between Lessor and Tenant.

5. 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. All monetary obligations of Tenant under the Lease are deemed to be rent. The recitals set forth in Sections A through C above are incorporated in this Second Amendment by reference. 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.

*[Signatures appear on following page]*

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

**PALOS VERDES PENINSULA  
TRANSIT AUTHORITY**

By: Victoria Lozzi

Name: Ms. Victoria Lozzi

Title: Chairperson

**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