

**FIRST AMENDMENT TO LICENSE AGREEMENT
BY AND BETWEEN THE CITY OF HUNTINGTON BEACH
AND OC 405 PARTNERS JV FOR
TEMPORARY USE OF PROPERTY**

This First Amendment to License Agreement Between the City of Huntington Beach and OC 405 Partners JV ("First Amendment") is made as of January 2, 2023 ("Effective Date") by and between City of Huntington Beach, a municipal corporation ("Lessor"), and OC 405 Partners JV, a California Joint Venture Partnership ("Lessee"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Lessor is the owner of that certain real property located near the Northeast corner of McFadden Ave and Gothard St, Westminster, California. Also known by the APN: 142-311-34 (the "Lessor's Property").

B. Lessor and Lessee are parties to that certain License Agreement By and Between The City of Huntington Beach and OC 405 Partners JV (the "Agreement"), pursuant to which Lessee leases from Lessor the Lessor's Property.

C. Pursuant to this First Amendment, Lessor and Lessee desire to amend the Schedule to update terms relating to the term of the Agreement, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The term of the license ("Term") shall be from the Effective Date of January 2, 2023 through April 30, 2023. Thereafter, the Agreement will revert to a month to month status, and will require 30 days written notice from either Lessor or Lessee to terminate the agreement.

2. **Continued Effect.** Except as specifically modified or supplemented by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control with respect to the subject matter herein. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

3. **Ratification and Reaffirmation.** Lessor and Lessee do hereby ratify, reaffirm, adopt, contract for, and agree to be or continue to be, as the case may be, bound by all of the terms and conditions of the Agreement referenced in the Recitals above. Except as modified herein, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by Lessor and Lessee is not intended to and shall not constitute a release of Lessor and/or Lessee from any

and all obligations, limitations, or liabilities which they have to each other under and pursuant to the terms of the Agreement, and Lessor and Lessee are not released from any such obligations, limitations, or liabilities.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the License Agreement to be executed by and through their authorized officers on _____, 2023.

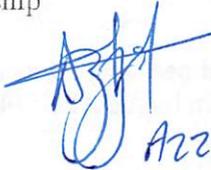
LICENSEE:

OC405 Partners JV, a California Joint Venture Partnership

CITY:

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

By:


Arzam Saad

Print Name

ITS: : *circle one*) Chairman/President/Vice President *Contracts Manager*

By:

for 
Andrea Cognelutti

Print Name

ITS: (*circle one*) Secretary Chief Financial Officer/Asst. Secretary - Treasure

Mayor

City Manager

APPROVED AS TO FORM:

City Attorney *ll*

RECEIVE AND FILE:

City Clerk

Date _____