

## AMENDMENT NO. 4 TO MASTER CONCESSIONAIRE PROPERTY USE AGREEMENT

This Amendment No.4 to the Master Concessionaire Property Use Agreement is made this \_\_\_day of \_\_\_\_\_, 2026 ("Amendment"), by and between the City of Oceanside, a California charter-city, hereinafter called ("City"), and MainStreet Oceanside, Inc., a California non-profit corporation, hereinafter called ("Permittee").

### RECITALS

WHEREAS, City and Permittee entered into a Master Concessionaire Property Use Agreement ("Agreement") dated July 6, 2005, whereby Permittee was given authorization for non-exclusive use of certain real property (the "Premises"), commonly known as the "The Strand";

WHEREAS, City and Permittee entered into Amendment No. 1 to the Agreement, which was approved by the City Council on December 7, 2016, Amendment No. 2 approved by City Council on June 3, 2020; and Amendment No. 3 approved by City Council on June 7, 2023

WHEREAS, City and Permittee are desirous of extending the term of the Agreement for an extension period of 2 years commencing July 15, 2026 and terminating on July 30, 2028.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

### AGREEMENT

The Agreement shall be amended to read as follows:

1. **Section 2: TERM**, Subsections 2.01 **Commencement** and 2.02 **Extension Option**, are hereby deleted in their entirety and replaced with the following language:

**2.01 Extended Term for Premises.** The term of this Agreement for the Premises is extended for two (2) years commencing July 15, 2026 and terminating on July 30, 2028.

**2.02 Extension Option.** The term of this Agreement may be extended for **one (1) additional (1)-year period** at City's sole discretion, under the terms and conditions of this Agreement at the City's calculated fair market property use payment rate of similar businesses provided that Permittee is not in default of this Agreement. The Permittee may request a one (1)-year extension of the term by providing the City Manager with its written request no later than **ninety (90) days** prior to the expiration of the term of this Agreement or a one (1)-year extended term, as applicable. The City Manager or City Manager's designee shall notify the Permittee not later than **thirty (30) days** after receipt of such request whether such request will be recommended to the City Council for approval. Upon notification that the request will be recommended for approval, the City Manager shall provide Permittee with City's calculated fair market payment rate amount that the City is willing to accept for Permittee's use and occupation of the Premises during the extension term. City Manager's failure to provide the new payment rate amount within said timeframe shall not defeat City's ability to make adjustments to the payment rate. Recommendation by the City Manager does not constitute City approval of the extension request. The City Manager, in his/her capacity as the City's authorized representative, shall, in his/her sole discretion, have the authority to deny any such request. Any

such denial shall be sent to Permittee not later than **thirty (30) days** from receipt of the request for extension.

The City Council, at its sole discretion, may approve or deny the extension of the term of this Agreement. In the event the City Council is unable to consider the renewal request in sufficient time as to provide Permittee with **thirty (30) days**, notice of termination in the case of denial, the Agreement shall be extended for a period not to exceed **thirty (30) days**, to allow for such **thirty (30) day** notice of termination.

2. All other terms, conditions, covenants and provisions of this Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do herein agree to the full performance of this Amendment.

**“City”**

City of Oceanside, a municipal corporation

APPROVED AS TO FORM:  
City Attorney's Office

By: \_\_\_\_\_  
Jonathan Borrego, City Manager

By: *Amber Hamilton, C. 1885*  
City Attorney

**“Permittee”**

MainStreet Oceanside, Inc.,  
a California non-profit corporation

By: *Angie Leonard*

Print Name: Angie Leonard

Title: Chief Executive Officer

**NOTARY ACKNOWLEDGMENTS OF PERMITTEE'S SIGNATURE(S) MUST BE ATTACHED**

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Diego )

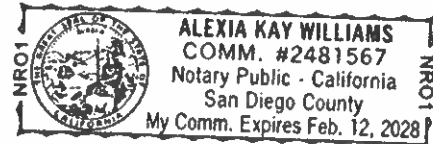
On May 28, 2026 before me, Alexia Kay Williams, Notary Public,  
(here insert name and title of the officer)

personally appeared Angela Hene Leonard

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Alexia Williams

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s) \_\_\_\_\_

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

Additional Signer(s)  Signer(s) Thumbprint(s)

\_\_\_\_\_