

AMENDMENT NO. 5 TO PERCENTAGE LEASE AGREEMENT

This AMENDMENT NO. 5 TO PERCENTAGE LEASE AGREEMENT is made this ____ day of _____ 2025 ("Amendment"), by and between the OCEANSIDE SMALL CRAFT HARBOR DISTRICT, ("DISTRICT") and CHARLES W. BRAMMER doing business as CHIC'S CUSTOM CANVAS, ("LESSEE").

RECITALS

WHEREAS, DISTRICT and LESSEE entered into a Percentage Lease Agreement dated May 17, 2017, Amendment No. 1 dated February 7, 2018, Amendment No. 2 dated June 5, 2019, Amendment No. 3 dated May 5, 2021 and Amendment No. 4 dated May 3, 2023 (collectively "Agreement") for lease of the storefront/office space located at 1400 Harbor Drive North, Suites "A", "B" and "C", at the Oceanside Harbor in the City of Oceanside, County of San Diego, State of California;

WHEREAS, DISTRICT AND LESSEE are desirous of extending the term of the Agreement for an additional one (1) year under the terms and conditions of the Agreement at the DISTRICT's calculated fair market property lease payment rate and providing one additional one (1) year extension option to extend the term.

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

AGREEMENT

1. **SECTION 2: TERM**, Subsections 2.01 Term and 2.02 Extension of Term are hereby deleted in their entirety, and replaced with the following language:

2.01 Term. The term of this Agreement for the Premises is extended for an additional one (1) year effective **May 17, 2025 and terminating May 16, 2026**.

2.02 Extension of Term. The LESSEE may request an extension of the term of this Agreement for the Premises for **one (1) additional one (1)-year term** under the terms and conditions of this Agreement at the DISTRICT's calculated fair market rental rate of similar businesses, provided that the LESSEE is not in default or breach of any term, condition, or covenant of this Agreement.

The LESSEE may request not more than one (1) one-year extension of term by providing the DISTRICT with its written request no later than **ninety (90) days** prior to the expiration of the term of this Agreement. The DISTRICT's designee shall notify the LESSEE not later than **thirty (30) days** after receipt of such request whether such request will be recommended to the Harbor Board for approval, at which time the DISTRICT shall provide LESSEE with DISTRICT's calculated fair market rent value and rental amount which the DISTRICT is willing to accept for LESSEE's use and occupation of the Premises during the extension term. In no event shall the rental rate be less than that required during the preceding annual term. DISTRICT's failure to provide the new rental amount within said timeframe shall not defeat DISTRICT's ability to make adjustments to the rental rate. Recommendation by the City Manager does not constitute

DISTRICT approval of the extension request. The City Manager in his/her capacity as the DISTRICT's authorized representative, shall, in his/her sole discretion, have the authority to deny any such request. Any such denial shall be sent to LESSEE not later than **thirty (30) days** from receipt of the request for extension.

The Harbor Board, at its sole discretion, may approve or deny the extension of the term of this Agreement. In the event the Harbor Board is unable to consider the extension request in sufficient time as to provide LESSEE 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.

In no event shall the term of this Agreement be extended in excess of **two (2) years** beyond the expiration of the term of this Agreement without the mutual agreement of the parties and prior approval of the Harbor Board.

2. **SECTION 3: RENT**, Subsection 3.02b **Minimum Rent Amount** is hereby deleted in its entirety and replaced with the following language:

b. **Minimum Rent Amount.** The Minimum Annual Rent amount for the term of this Agreement shall be **Eighteen Thousand Three Hundred and Eighty-Five Dollars and Fifty-Four Cents (\$18,385.54)** which shall be payable monthly in advance at the rate of **One Thousand Five Hundred Thirty-Two Dollars and Thirteen Cents (\$1,532.13)** without demand or invoice, on or before the first (1st) day of each new month.

3. All other terms, conditions, covenants and provisions of the 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

DISTRICT
THE OCEANSIDE SMALL CRAFT HARBOR DISTRICT

Date _____

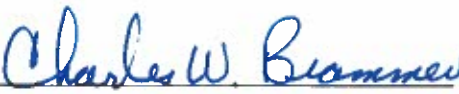
By _____
Name: Jonathan Borrego
Title: Administrative Officer

APPROVED AS TO FORM:

By 
Harbor Board Attorney

LESSEE
Charles W. Brammer, dba CHIC'S CUSTOM CANVAS

Date 3-26-25

By 
Charles W. Brammer

NOTARY ACKNOWLEDGMENT OF LESSEE'S SIGNATURES 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 MARCH 26, 2025 before me, Alexia Williams,
(here insert name and title of the officer)

personally appeared Charles Brammer

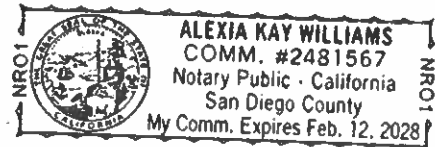
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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