

**AMENDMENT 3
TO LEASE AGREEMENT**

This AMENDMENT 3 TO LEASE AGREEMENT ("Amendment") is made on _____, 2025 ("Effective Date"), by and between the City of Oceanside, a municipal corporation ("City") and Petite Madeline Bakery and Bistro Inc., DBA Petite Madeline Bakery ("Lessee").

RECITALS

WHEREAS, City and Lessee are parties to that certain Lease Agreement dated April 21, 2010 ("Lease") for lease of the building premises at 223 N. Coast Highway in the City of Oceanside, County of San Diego, State of California, commonly known as Petite Madeline Bakery;

WHEREAS, City and Lessee entered into Amendment 1 to Lease, dated March 16, 2016, which extended the term of the Lease through December 20, 2020;

WHEREAS, City and Lessee entered into Amendment 2 to Lease, dated December 2, 2020, which extended the term of the Lease through December 31, 2025, and provided one additional five-year extension option;

WHEREAS, City and Lessee are desirous of exercising a three-year option, extending the term of the Lease through December 31, 2028, at the City's calculated fair market rental rate.

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

AGREEMENT

1. **SECTION 2: TERM.** Subsection **2.01 Term** is hereby deleted in its entirety and replaced with the following language:

2.01 Term. The term of this Lease commences on **January 1, 2026** and terminates on **December 31, 2028**.

2. **SECTION 2: TERM.** Subsection **2.02 Extension of Term** is hereby deleted in its entirety.

3. **SECTION 3: RENT.** Subsection **3.01a. Rent Amount** is hereby deleted in its entirety and replaced with the following language:

3.01 Rent

a. Rent Amount. The Annual Rent amount for the term of this Lease shall be **Forty-Eight Thousand Dollars (\$48,000)** which shall be payable monthly in advance at the rate of **Four Thousand Dollars (\$4,000) per month**.

4. All other terms, conditions, covenants and provisions of the Lease shall remain in full force and effect. In the event of any conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly modified by this Amendment, the Lease and all of its terms and conditions, shall remain in full force and effect.

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

THE CITY OF OCEANSIDE

APPROVED AS TO FORM

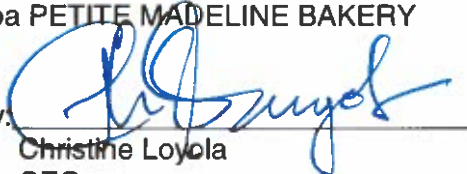
By: _____
Jonathan Borrego
City Manager

By: 
City Attorney

Date: _____

LESSEE

PETITE MADELINE BAKERY AND BISTRO INC.,
dba PETITE MADELINE BAKERY

By: 
Christine Loyola
CEO

Date: 10/7/25

NOTARY ACKNOWLEDGMENTS OF LESSEE'S SIGNATURE(S) MUST BE ATTACHED

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 October 7, 2025 before me, Candice Diaz, Notary Public
(insert name and title of the officer)

personally appeared Christine Loyola,
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 Candice Diaz (Seal)

