

## FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN CITY OF PASO ROBLES AND EARTHTONES

This First Amendment to Lease Agreement dated February 12, 2026 ("Amendment"), is entered by and between the CITY OF EL PASO DE ROBLES, a California municipal corporation as Landlord and EARTHTONESWBII, LLC, a California limited liability company (DBA as EARTHTONES GIFTS & GALLERY / CENTER FOR HEALING) as Tenant.

### RECITALS

WHEREAS, on March 01, 2024, Landlord and Tenant entered into that certain Lease Agreement (the "Lease") regarding approximately 944 square feet of real property located at 790 Pine Street, Paso Robles, California; and

WHEREAS, by this First Amendment, Landlord and Tenant desire to extend the term of the Lease.

NOW THEREFORE, for good and valuable consideration, Landlord and Tenant agree as follows:

1. Term. The term of the Lease is extended from March 01, 2026, through February 29, 2028.
2. Options to Extend. So long as EarthTones is not in default under the Lease, EarthTones, at EarthTones sole discretion, shall have two (2), two-year (2) options which shall be exercised by EarthTones by written notice to the City no more than thirty (30) nor less than fourteen (14) days prior to the expiration of the then-current term. Tenant's options to extend shall be consecutive, and a later option cannot be exercised unless the prior options have been validly exercised.
3. Delivery of Possession. Tenant hereby agrees that the Premises shall continue to be leased in its "AS-IS" condition, and Landlord shall have no obligation to make any repairs or modifications to the Premises. Tenant acknowledges and agrees that Landlord has made no representations or warranties regarding the Premises, including, without limitation, its suitability for Tenant's proposed use.
4. Entire Agreement. This Amendment and the Lease, represent the final and entire agreement between Landlord and Tenant regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent, or contemporaneous communications or agreements of the parties. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control and prevail.
5. Ratification; Miscellaneous. Except as modified by this Amendment, in all other respects the Lease is hereby ratified and affirmed and remains in full force and effect. This Amendment may be executed in one or more counterparts.

*[Signatures on Following Page]*

**SIGNATURE PAGE TO  
FIRST AMENDMENT TO LEASE AGREEMENT**

**IN WITNESS WHEREOF**, the parties have executed this first lease amendment as of the first date above.

**TENANT: EARTHTONESWBII, LLC, a  
California limited liability company**

By: Mary B. Uebersax

Name: MARY B. UEBERSAX

Date March 31, 2026

**LANDLORD: CITY OF EL PASO DE ROBLES, a  
California municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP**

By \_\_\_\_\_

Date \_\_\_\_\_