

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (“**First Amendment**”) is entered into as of the date this First Amendment is fully executed by the parties as set forth below (the “**First Amendment Effective Date**”), by and between **CITY OF UPLAND**, a Municipality (“**Lessor**” or “**Landlord**”) and **TESLA, INC.**, a Texas corporation (formerly known as Tesla, Inc., a Delaware corporation) (“**Lessee**” or “**Tenant**”), with reference to the following facts:

A. Landlord and Tenant are parties to that certain Parking Lease dated as of November 17, 2022, as might have been amended (collectively, the “**Lease**”), pursuant to which Landlord leases to Tenant space containing approximately 35,000 square feet, which includes 100 full-size parking spaces within the parking area at the Property and as more particularly identified in the Lease (the “**Premises**”).

B. On or about September 13, 2023, Tenant delivered a thirty (30) day notice to terminate the Lease (the “**Termination Notice**”) with such termination to be effective on or about October 13, 2023 (the “**Early Termination Date**”), however, Tenant remained in possession of the Premises beyond the Early Termination Date.

C. Notwithstanding the Termination Notice, the Lease, by its terms would have expired on December 31, 2023 (the “**Lease Termination Date**”), and the parties desire to retroactively extend the term of the Lease (the “**Term**”), all on the following terms and conditions.

NOW, THEREFORE, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Extension.** The Term is hereby retroactively extended for a period of approximately fourteen (14) months and eighteen (18) Days and shall expire on December 31, 2024 (the “**Extended Termination Date**”), unless sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing the day immediately following the Current Termination Date (the “**Extension Date**”) and ending on the Extended Termination Date shall be referred to herein as the “**Extended Term**,” and unless the context clearly provides otherwise, from and after the Extension Date, references in the Lease to the “**Term**” shall be deemed to include the Extended Term.

2. **Rent.** During the Extended Term, Tenant will pay as Rent for the Premises the following:

Period	Monthly Base Rent
October 14, 2023 – December 31, 2024	\$9,000.00

Provided Tenant delivers payment of Rent in the amount of One Hundred Thirty-One Thousand Two Hundred Twenty Five Dollars and Eighty One Cents (\$131,225.81) (“**Back Rent**”) within fifteen (15) business days after the First Amendment Effective Date, no other payment shall

be due from Tenant for the Extended Term. Should Tenant fail to make the Back Rent payment in full within said fifteen (15) business day period, Landlord hereby reserves the right to seek recovery of the Back Rent, in addition to any and all remedies available to Landlord in law and equity.

3. **Defaults.** Except to those matters addressed in this First Amendment, Tenant hereby represents and warrants to Landlord that, as of the date of this First Amendment, Tenant has received no notice of any violation of its obligations under the Lease from any party and to Tenant's actual knowledge, Tenant is in full compliance with all terms, covenants and conditions of the Lease. Tenant to its actual knowledge further represents and warrants to Landlord that as of the First Amendment Effective Date, there are no breaches or defaults under the Lease by Landlord and Tenant knows of no events or circumstances which, given the passage of time, would constitute a default under the Lease by Landlord. Except to those matters addressed in this First Amendment, Landlord to its actual knowledge further represents and warrants to Landlord that as of the First Amendment Effective Date, there are no breaches or defaults under the Lease by Tenant and Landlord knows of no events or circumstances which, given the passage of time, would constitute a default under the Lease by Landlord.

4. **Notices.**

Tenant's address for notices (including invoices) is:

c/o Tesla, Inc.

1 Tesla Rd.

Austin, TX 78725

Attn: Legal / Lease Administration

TRT#59369

With a PDF Copy to:

leaseadmin@tesla.com

5. **No Further Modification.** Except as set forth in this First Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect, including but not limited to Tenant's obligations under Lease sections 12 and 29.

6. **Miscellaneous.**

(a) This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

(b) Each party hereby agrees that there are, as of the date hereof, regardless of the giving of notice and the passage of time, or both, to such party's knowledge, no defaults or breaches of the Lease on the part of the other party.

(c) Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.

(d) In the case of any inconsistency between the provisions of the Lease and this First Amendment, the provisions of this First Amendment shall govern and control.

(e) Capitalized terms used in this First Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this First Amendment.

(f) Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this First Amendment. Tenant agrees to defend, indemnify and hold Landlord harmless from all claims of any brokers claiming to have represented Tenant in connection with this First Amendment. Landlord agrees to indemnify and hold Tenant harmless from all claims of any brokers claiming to have represented Landlord in connection with this First Amendment.

(g) Each signatory of this First Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

(h) This First Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. This First Amendment may be executed in so-called "pdf" format and each party has the right to rely upon a pdf counterpart of this First Amendment signed by the other party to the same extent as if such party had received an original counterpart.

[SIGNATURES ARE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this First Amendment as of the First Amendment Effective Date.

LANDLORD:

CITY OF UPLAND
a Municipality

By: _____

Print Name: _____

Its: _____

Date: _____

TENANT:

TESLA, INC.
a Texas corporation

By: _____

Print Name: _____

Its: _____

Date: _____