

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") dated _____, 2025 ("Effective Date") is made and entered into by and between the City of Salinas, a California charter city and municipal corporation ("Landlord") and Pentagon Federal Credit Union ("Tenant").

RECITALS

A. Pursuant to that Lease Agreement dated July 9, 2015, by and between Landlord and allUS Credit Union (Landlord acknowledges and agrees that Pentagon Federal Credit Union is the current Tenant, as the successor by merger with allUS Credit Union, which was completed October 1, 2022), ("Original Lease"), Landlord demised to Tenant and Tenant leased from Landlord the Leased Premises for the purpose of developing and operating a financial institution facility, as more particularly described in the Original Lease. Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Original Lease.

B. Landlord and Tenant desire to amend the Original Lease in order to modify the provisions related to the operation of the Improvements and limitations on Transfers.

C. Landlord and Tenant desire that this Amendment shall supersede and amend the terms of the Original Lease, and that the remaining terms of the Original Lease shall retain their full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment, the adequacy and sufficiency of which are mutually acknowledged and accepted, Landlord and Tenant hereby agree as follows:

1. Landlord and Tenant hereby ratify and confirm the other terms and provisions of the Original Lease. In particular, the Original Lease as amended by this Amendment shall remain, and be, in full force and effect in accordance with the terms of the Original Lease and this Amendment, and shall be binding upon Landlord and Tenant. To the best of Tenant's knowledge as of the Effective Date, there exists no default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a default under the Lease either by Tenant or Landlord. To the best of Landlord's knowledge as of the Effective Date, there exists no default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a default under the Lease either by Tenant or Landlord.
2. Section 6.3 is hereby amended to read as follows:

"During the Term, the Tenant shall operate the Improvements (or any additional or subsequent improvements) for the Permitted Uses and Ancillary Uses. In the event that the Tenant desires to make any material change in the operation of the Improvements, such change shall first be proposed in writing and approved by the Landlord.

The obligation of the Tenant set forth in this Section 6.3 constitutes a "material" obligation. Failure by Tenant to observe any such covenant, agreement or obligation or to fail to operate the Improvements for the Permitted Uses and Ancillary Uses for a

period of six (6) months or longer shall constitute an Event of Material Default by Tenant, for which the Tenant shall be subject to the provisions of Sections 13.1 and 13.2 below.”

3. The provisions of this Amendment shall be binding upon and inure to the benefit of the Landlord and Tenant, and their respective successors and assigns. This Amendment embodies and constitutes the entire understanding between Landlord and Tenant with respect to the subject matter hereof and all prior agreements, representations and statements, oral or written, relating to the subject matter hereof, are merged into this Amendment.
4. This Amendment may be validly executed and delivered by fax or other electronic transmission and in one or more counterpart signature pages, which when combined shall constitute one Amendment. This Amendment shall be construed without presumption for or against the drafter of all or any part hereof.
5. Tenant and Landlord each represent and warrant to each other that neither has dealt with any broker in connection with this Amendment or the negotiation or execution thereof which could form the basis of any claim by any such broker or agent for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature in connection herewith. Each party shall, and hereby agrees to, indemnify and hold the other harmless from all costs (including court costs, investigation costs, expert fees and attorneys' fees), expenses, or liability for commissions or other compensation claimed by any broker or agent with respect to this Amendment which arise out of any agreement or dealings, or alleged agreement or dealings, between the indemnifying party and any such agent or broker. This provision shall survive the expiration or earlier termination of this Amendment.

[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:

City of Salinas
A California charter city and municipal corporation

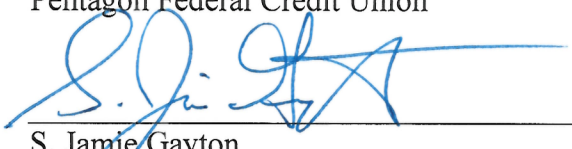
Dennis Donohue, Mayor

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

TENANT:

Pentagon Federal Credit Union



S. Jamie Gayton
Executive Vice President, Member Operations
& Global Fixed Assets