

## **FIRST AMENDMENT TO LEASE**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (“Amendment”) is dated as of \_\_\_\_\_, 2017 and is entered into by and between the **CITY OF SALINAS**, a political subdivision of the State of California (“City”) and **AT&T SERVICES INC**, a Delaware corporation (“AT&T”).

### **RECITALS**

**A. Lease.** City and AT&T entered into that certain Salinas Municipal Airport Lease Agreement dated September 11, 2007, as amended by that certain Commencement Date Agreement dated November 22, 2007 and as extended by that certain Notice to Renew Option dated May 25, 2012 (together, the “Lease”) for the premises commonly known as 445 Airport Boulevard, Salinas California 93905 (the “Premises”).

**B. Purpose.** City and AT&T now desire to modify the Lease as set forth herein.

### **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, City and AT&T hereby agree as follows:

1. **Extension Term.** The term of the Lease for the Premises is hereby extended for an additional period of one (1) year (“Extension Term”) commencing on December 1, 2017 (“Commencement Date”) and expiring on November 30, 2018 (“Expiration Date”), subject to any earlier termination under the Lease.

2. **Monthly Base Rent.** AT&T shall pay monthly Base Rent for the Premises during the Extension Term as follows:

<u>Term</u>	<u>Base Rent/Month</u>	<u>Base Rent/Year</u>
12-1-17 to 11-30-18	\$7,309.40	\$87,712.80

3. **Option to Renew.** Notwithstanding the provisions of the Lease to the contrary, City and AT&T agree that AT&T shall have one remaining five (5) year renewal option to extend the term of the Lease from December 1, 2018 to November 30, 2023 (the “Second Extended Term”) on the same terms and conditions. AT&T shall exercise the renewal option for the Second Extended Term by giving notice to City in writing no later than May 31, 2018. Base Rent for the Second Extended Term shall be as follows:

<u>Date</u>	<u>Base Rent/Month</u>	<u>Base Rent/Year</u>
12-1-18 to 11-30-19	\$7,492.14	\$89,905.68
12-1-19 to 11-30-20	\$7,679.44	\$92,153.28
12-1-20 to 11-30-21	\$7,871.43	\$94,457.16
12-1-21 to 11-30-22	\$8,068.21	\$96,818.52
12-1-22 to 11-30-23	\$8,269.92	\$99,239.04

Any other options to renew granted by City to AT&T in the Lease are hereby terminated and of no further force or effect.

4. **Notices.** City's and AT&T's notice addresses under the Lease shall be changed as follows and notice will be deemed given if delivered by a recognized national overnight courier service:

To City: City of Salinas Airport Manager  
30 Mortenson Avenue  
Salinas, California 93905-3324

With a concurrent copy to:

City Attorney  
City of Salinas  
200 Lincoln Ave  
Salinas, CA 93901

To AT&T: AT&T Services, Inc.  
CRE Lease Administration  
Room 1B201 Contract Number: 10001837  
One AT&T Way  
Bedminster, NJ 07921  
Telephone: (908) 234-3309

With a concurrent copy to:

AT&T Services, Inc.  
AVP Senior Legal Counsel – Real Estate  
208 S. Akard Street, Room 3137  
Dallas, TX 75202

And with a concurrent copy to:

AT&T Services, Inc.  
Attn: Portfolio Management – Monterey County  
5001 Executive Parkway, 4W000Q  
San Ramon, CA 94583  
Telephone: (925) 277-6723

5. **Further Assurances.** Each of the parties hereto agrees to execute all documents and instruments and to take all other actions as may specifically be provided for herein or in the Lease as may be required in order to consummate the purposes of this Amendment.

6. **Integration.** This Amendment in combination with the Lease contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated herein and supersedes all prior negotiations.

7. **Capitalized Terms.** Capitalized terms used in this Amendment and not defined herein shall have the same meanings attributed to them in the Lease.

8. **Counterparts.** This Amendment may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by electronic transmission shall be as effective as delivery of a manually executed counterpart. Any party so executing this Amendment by electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by electronic transmission.

9. **Full Force and Effect.** Except as specifically set forth in this Amendment, the terms and conditions of the Lease remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, this Amendment has been executed as of the date first set forth above.

**CITY:**

**City of Salinas,**  
a political subdivision of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AT&T:**

**AT&T Services Inc.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Jessica S. Gutierrez  
Title: Director, Corporate Real Estate