

## **SECOND AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE AGREEMENT**

This SECOND AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE AGREEMENT ("Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, ("Effective Date") by and between the CITY OF FAIRFIELD, a municipal corporation ("City") and the BALFOUR BEATTY INFRASTRUCTURE, INC. a Delaware corporation (hereinafter "Tenant").

### **RECITALS**

- A. City owns that certain improved real property located at 5050 Business Center Drive Fairfield, CA, hereinafter referred to as the "Building."
- B. The City and Tenant entered into an Standard Multi-Tenant Office Lease Agreement dated September 28, 2010 ("Office Lease"), which included an option to extend the term.
- C. Tenant extended the Office Lease by three (3) years with the First Amendment to the Standard Multi-Tenant Office Lease Agreement, dated January 17, 2019.
- D. Tenant leases approximately 7,045 square feet of office space on the second floor of the Building for use as its general office and administrative functions ("Office Space").
- E. Tenant has made a \$10,000 deposit as security for ongoing possession of the Office Space.
- F. The parties desire to enter to this Amendment to adjust the monthly rental rates to be paid for the remainder of the Office Lease's Term.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Tenant agree as follows:

**Section 1.** The Expiration Date of the Office Lease is amended to **January 31, 2022.**

**Section 2.** Section 1.5 is hereby amended in its entirety to read as follows:

"Rents: The monthly rents identified here are payable on the first day of each month commencing February 1, 2020. (See also Paragraph 4)

February 1, 2020 – January 31, 2021: **\$13,385.50** per month (\$1.90 psf). Rents shall increase by 2% annually thereafter.

**Section 3.** City and Tenant agree that Tenant shall be entitled to renew the Lease for two (2) additional terms for three (3) years each by first having given Landlord six (6) months prior written notification at then market rates.

**Section 4.** City agrees to pay Tenant's broker, Andrew Cheney of Lee & Associates, a one-time 3% market leasing commission based on the renewal term of two years. Payment to made by City to Lee & Associates after Effective and no later than forty-five (45) after receipt of invoice.

**Section 5.** Except for the changes specifically set forth herein, all other terms and conditions of the Office Lease shall remain in full force and effect.

**Section 6.** The individuals executing this Amendment on behalf of City and Tenant represent and warrant that they are duly authorized to execute and deliver this Amendment on behalf of City and Tenant, respectively.

**Section 7.** This Amendment may be executed in multiple counterparts each of which said executed counterparts shall be deemed an original for all purposes.

*[Signatures appear on next page.]*

IN WITNESS WHEREOF, and intending to be legally bound hereby, City has caused this Amendment to be executed on its behalf by a duly authorized officer, and Tenant has caused this Amendment to be executed on its behalf by a duly authorized officer, all as of the day and year first written above.

AS APPROVED TO FORM:

By:   
City Attorney

**City:**

CITY OF FAIRFIELD, a municipal corporation

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

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

Title: \_\_\_\_\_

**Tenant:**

BALFOUR BEATTY INFRASTRUCTURE, INC., a Delaware corporation

By: 

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



Title: 