

**AMENDMENT NUMBER TWO
TO LEASE AGREEMENT
BETWEEN
THE CITY OF COSTA MESA
AND
WILLIAMS SCOTSMAN, INC.**

This Amendment Number Two to Lease Agreement ("Amendment") is made and entered into this 2nd day of July, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("Lessee"), and WILLIAMS SCOTSMAN, INC., a Maryland corporation ("Lessor").

WHEREAS, Lessee and Lessor entered into a Lease Agreement dated January 6, 2017 for the lease of Lessor's Property for use as a Community Outreach Office Trailer located at 567 W. 18th Street, Costa Mesa (the "Lease"); and

WHEREAS, Section 2.2 of the Lease provides for a term expiring on July 6, 2019, with the option for the parties to extend the term upon mutual written agreement; and

WHEREAS, on June 30, 2019, Lessee and Lessor agreed to extend the term of the Lease through July 6, 2020; and

WHEREAS, pursuant to Section 2.2, Lessee and Lessor now desire to extend the term for one (1) additional year, through July 6, 2021; and

WHEREAS, Lessee and Lessor further desire to clarify Lessee's termination rights pursuant to the Lease.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Pursuant to Section 2.2 of the Lease, the term of the Lease shall be extended through July 6, 2021, subject to Lessee's early termination rights set forth in Section 2.2 and Section 10.5.
2. Section 10.5 (Lessee's Rights of Termination) of the Lease shall be deleted in its entirety and replaced with the following:

10.5 Lessee's Rights of Termination.

10.5.1 With Cause. In addition to Lessee's rights and remedies contained in this Lease, in the Event of Default by Lessor, Lessee may terminate this Lease, effective upon written notice to Lessor by Lessee. For purposes of this Lease, an "Event of Default by Lessor" means failure by Lessor to cure or remedy a default within fifteen (15) days after the date Lessor has received notice from Lessee.

10.5.2 Without Cause. Lessee may terminate this Lease at any time, without cause, by providing Lessor at least seven (7) days written notice of termination.


The rights of termination provided by this Section 10.5 are not exclusive and shall be cumulative to all other rights and remedies possessed by Lessee, and nothing contained herein shall be construed so as to defeat any other rights or remedies to which Lessee may be entitled.

3. All terms not defined herein shall have the same meaning and use as set forth in the Lease.
4. All other terms, conditions, and provisions of the Lease not in conflict with this Amendment shall remain in full force and effect.
5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

LESSEE:

CITY OF COSTA MESA,
A municipal corporation




~~City Manager~~


Date: _____

LESSOR:

WILLIAMS SCOTSMAN, INC.,
A Maryland corporation



Signature

Date: 8/11/20

 DONNA FINNERTY / CONTRACTS ADMIN.
Name and Title

Signature

Date: _____

Name and Title

ATTEST:

Brenda Green
City Clerk



Date: 10/1/2020

APPROVED AS TO FORM:

Frankly Nell Barber
City Attorney

Date: 9/24/20

APPROVED AS TO INSURANCE:

Russ
Risk Management

Date: 9/8/2020

APPROVED AS TO CONTENT:

[Signature]
Project Manager

Date: 9/10/2020

DEPARTMENTAL APPROVAL:

[Signature]
Assistant City Manager

Date: 9/17/20

APPROVED AS TO PURCHASING:

[Signature]
Acting Finance Director

Date: September 4, 2020