

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this “**Amendment**”) is entered into and effective as of _____, 2023 (the “**Effective Date**”) by and between the City of Chandler, an Arizona municipal corporation (the “**City**” or the “**Landlord**”), and the Boys & Girls Clubs of the Valley, Inc, formerly known as the Boys & Girls Clubs of the East Valley, Inc., an Arizona nonprofit corporation (the “**Tenant**”), related to that certain Lease Agreement (the “**Lease**”) dated **November 17, 2009**, between the Landlord and the Tenant demising that certain improved real property generally located at 300 E. Chandler Boulevard, Chandler, Arizona 85225 and commonly known as the “**Chandler Compadres Branch of the Boys and Girls Club of the Valley**” (the “**Premises**”).

Recitals

Landlord and Tenant wish amend certain terms and to clarify certain roles and responsibilities of each of the parties under the Lease.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, and in the Recitals hereto the parties agree as follows:

1. **Definitions.** As of the Effective Date, all references to the Lease shall be deemed to refer to the Lease as modified by this Amendment.
2. **Term.** Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:
 2. Term. The term (the “**Term**”) of the Lease is 10 years from the Effective Date of this Amendment. Tenant shall have the option to extend the Term for an additional 10 year period upon the written request of the Tenant prior to the expiration of the original Term, which extension shall be granted by Landlord provided Tenant is not in default under the Lease. Landlord and Tenant shall memorialize the Term extension provided herein in a written amendment to the Lease
3. **Priority City Use; Reporting.** Paragraph 4 of the Lease is amended by adding the following subparagraphs 4.6 and 4.7 :
 - 4.6 Priority City Use. The parties acknowledge the need for security to care for the children that use the Premises, including fields and buildings, during the Tenant’s normal hours of operation, which are Monday through Friday from ____ to 7:30 p.m. except holidays (“**Tenant’s Normal Operating Hours**”). At any time outside of Tenant’s Normal Operating Hours, Tenant will make available certain

portions of the Premises for the Landlord's use for public purposes, such as meetings, community programs, recreational activities, etc. (the "**City Use Periods**"). Tenant and Landlord will coordinate and create a monthly schedule of the portions of the Premises as well as the City Use Periods that are available for City use. If Landlord does not need all or part of the set-aside Premises during the City Use Periods for the City's use, then the Landlord will so notify Tenant, and Tenant may then utilize the space for Tenant's activities. If Landlord requests to use all or a portion of the Premises during Tenant's Normal Operating Hours, and Tenant is not utilizing the space for its own activities, then the Landlord will have priority over any other requester during the requested time period. If the Tenant is utilizing the requested Premises during Tenant's Normal Operating Hours, then the Landlord's request for its use during Tenant's Normal Operating Hours will not preempt Tenant's use.

4.7. Reporting. Tenant will comply with the reporting requirements of the attached **Exhibit E**.

4. Amendments to Paragraph 8 of the Lease.

(a) Paragraph 8.1(a) of the Lease is hereby deleted in its entirety and replaced with the following:

8.1(a.) Landlord's Obligations. Except for damage caused by any negligence or intentional act or omission of Tenant, or Tenant's agents, contractors, employees, invitees, licensees, or members, the Landlord, at Landlord's sole expense, shall keep in good order, condition, and repair those items mutually agreed upon between Landlord and Tenant illustrated in the attached **Exhibit F**.

(b) Paragraph 8.2(a) of the Lease is hereby deleted in its entirety and replaced with the following:

8.2(a) Tenant Obligations. Tenant, at Tenant's expense, shall maintain, service, replace, and keep in good repair those items mutually agreed upon between Landlord and Tenant illustrated in the attached **Exhibit F**, and any of Tenant's personal property or any of the Landlord's assets (defined in Paragraph 8.2(c)), and shall repair all damage to the Premises and the City Property caused by the negligent or intentional act or omission of Tenant, or the Tenant's agents, contractors, employees, invitees, licensees, or members. Tenant shall give Landlord prompt written notice of any defects or breakage in the structure, equipment, fixtures, or of any unsafe condition upon or within the Premises. Tenant's maintenance obligation also includes providing or performing custodial services for the Premises except those custodial services provided by Landlord pursuant to Paragraph 8.1(c).

(c) Paragraph 8.3 of the Lease is amended by adding subparagraph 8.3(a) entitled “Tenant Alterations” which subparagraph shall include all of the text in the original Lease paragraph 8.3.

(d) Paragraph 8.3(b) is hereby added to the Lease as follows:

8.3(b) Landlord Alterations. Landlord, at Landlord’s expense, may make capital or other improvements or alterations that it deems necessary or desirable during the Term (individually and collectively the “**Work**”). In such event, Landlord will provide Tenant with as much notice as possible and will endeavor to complete the Work expeditiously with as little interruption to Tenant’s business as possible. Tenant will cooperate with Landlord in the scheduling and performance of the Work. The parties will amend **Exhibit D** to reflect any additional personal property brought onto the Leased Premises as a result of the alterations or improvements.

5. **Termination.** The following paragraph is added as to the Lease:

27. Termination. The City may terminate this Lease in whole, or from time to time in part, for the City’s convenience or the failure of the Tenant to fulfill the Lease obligations (cause/default). The City will terminate by delivering to the Tenant a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Tenant will deliver to the City all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

6. **Changes to Notice Provisions.** Paragraph 24 of the Lease is hereby deleted in its entirety and replaced with the following:

24. Notice. All notices, demands, and other communications to be given are delivered pursuant to this Agreement shall be in writing, and shall be deemed to have been given after: (a) personal delivery; (b) **1 business day** from the transmission by telecopier; or (c) **3 business days** from deposit in the United States mail, registered or certified mail, return receipt requested, and postage prepaid to the Notice Address or to the last known address of the party to whom notice is being given. The Notice Addresses are as follows:

If to the Landlord:

City of Chandler
Neighborhood Resources Department
235 S. Arizona Ave.
Chandler, AZ 85225

If to the Tenant:

Marcia Mintz
Chief Executive Officer
Boys & Girls Clubs of the Valley
4309 E. Bellevue
Phoenix, Arizona
85008 T 602.954.8182
F 602.956.3320
E:marcia.mintz@bgcaz.org

7. Changes to Lease Exhibits.

- (a) Amendment to Exhibit D - Furnishings/Computer Equipment. Within sixty (60) days from the effective date of this Amendment, Tenant will provide Landlord with a revised Exhibit D that Landlord will review in accordance with this paragraph. The parties agree that upon Landlord's acceptance, **Exhibit D** will be deleted in its entirety and replaced with the revised **Exhibit D**. For the remainder of the lease term, Tenant will submit an updated Exhibit D annually at the time Tenant's Final Report is submitted in accordance with Exhibit E. Landlord will review the revised Exhibit D within fourteen (14) days of receipt. Landlord will accept the revised Exhibit D or address any conflicts with Tenant which will be resolved by mutual agreement between the parties. A formal lease amendment will not be required to make updates to Exhibit D following execution of this Amendment.
- (b) Addition of Exhibit E - Reporting Requirements. The parties agree that **Exhibit E – Reporting Requirements** (attached hereto) is hereby added as an exhibit to the Lease.
- (c) Addition of Exhibit F - Maintenance Responsibility Matrix. The parties agreed that **Exhibit F - Maintenance Responsibility Matrix** (attached hereto) is hereby added as an exhibit to the Lease.

8. Miscellaneous.

- (a) No other modifications. Except as expressly provided herein, all other provisions of the Lease shall remain in full force and effect.
- (b) Authority. The parties represent and warrant to each other that as of the Effective Date that each is: **(1)** duly authorized under the Constitution and laws of the State to execute, deliver and perform the terms of the Lease and this Amendment; **(2)** all actions on its part for the execution and delivery of the Lease and this Amendment have been duly taken; **(3)** the Lease and this Amendment upon delivery, shall be valid and enforceable in accordance with their terms, except as enforceability may be limited by generally equitable principles and by bankruptcy, insolvency or other similar laws affecting creditors' rights generally; and **(4)**

the execution, delivery and performance of the Lease and this Amendment are not in contravention of law or any agreement, instrument, indenture or other undertaking to which it is a party or by which it is bound.

- (b) **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed to be an original amendment binding on all the parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.
- (c) **Defined Terms.** The initial capitalized terms not defined in this Amendment shall have the meanings assigned to such terms in the Lease.
- (d) **Notice of Arizona Revised Statutes Section 38-511—Cancellation.** Notice is hereby given of the provisions of **Arizona Revised Statutes Section 38-511**. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to contracts in the nature of this Amendment and the Lease under the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LANDLORD:

City of Chandler, Arizona,
an Arizona municipal corporation

By: _____
Mayor

ATTEST:

By: City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney
DMG

TENANT:

Boys & Girls Club of the Valley, Inc., an
Arizona nonprofit corporation

By: Marcia Mintz
Marcia Mintz, Chief Executive Officer

TABLE OF EXHIBITS

Exhibit D	Furnishings/Computer Equipment
Exhibit E	Reporting Requirements
Exhibit F	Maintenance Responsibility Matrix

Exhibit D Furnishings/Computer Equipment

To be provided within 60 days of Amendment Effective Date

Exhibit E Reporting Requirements

Exhibit F Maintenance Responsibility Matrix