

AMENDMENT NO. 1
TO LEASE AGREEMENT
[C2006-196A]

This Amendment No. 1 to Lease Agreement (“**Amendment**”) is made and entered into as of **July 1, 2016**, by and between the **CITY OF TEMPE**, an Arizona municipal corporation (“**City**” or “**Lessor**”), and **CHICANOS POR LA CAUSA**, a non-profit Arizona corporation (“**CPLC**” or “**Lessee**”).

RECITALS

A. The parties entered into that certain Lease Agreement for the real property located at 1555 North Bridalwreath, Tempe, Arizona, Suite 171 (the “**Property**”), on or about July 1, 2006 (Contract No. **2006-196**) (the “**Lease**”) for the purposes described therein.

B. The term of the Lease is ten years. The Lease provides that the Lease may be extended for additional ten year periods until terminated pursuant to the terms contained therein.

C. The parties desire to renew the Lease for a ten year term and to redefine the Property and Leased Premises CPLC is leasing.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals and Definitions. The Recitals set forth in this Amendment, including all defined terms, are hereby incorporated into the Lease. All capitalized terms herein shall have the same meaning as set forth in the Lease unless defined differently in this Amendment.
2. Modifications to Lease Term. Section 3 of the Lease is hereby amended to reflect that the term thereof has been extended to expire on June 30, 2026.
3. Removal of Exhibit “A” from the Lease and Description of Leased Premises. The Lease is modified to remove Exhibit “A” and the Leased Premises are hereafter described in the following replacement paragraph for Section 1(a), which is as follows: “Tempe hereby leases to CPLC access to meeting rooms, classrooms and office space based on availability. CPLC also shall have nonexclusive right to use the public areas within the Center (such as sidewalks, driveways, parking lots, restrooms, hallways and breakroom) for ingress, egress, deliveries and related purposes. Tempe shall also make available to CPLC storage within the gym when possible.
4. Effect as an Amendment. Except as specifically amended hereby, the remaining terms and provisions of the Lease shall remain in full force and effect and are hereby ratified and affirmed.

Agreed to as of July 1, 2016, by and between:

Chicanos Por La Causa, an Arizona non-profit corporation

By: _____
Name: _____
Title: _____

CITY OF TEMPE, an Arizona municipal corporation

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney