

ATTACHMENT B

AMENDMENT NO. ONE TO LEASE AGREEMENT WITH WILLIAMS SCOTSMAN, INC. FOR TEMPORARY TRAILER

THIS AMENDMENT NO. ONE TO LEASE AGREEMENT ("Amendment No. One") is made and entered into as of this 10th day of September, 2019 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("Lessee"), and WILLIAMS SCOTSMAN, INC., a Maryland Corporation ("Lessor"), whose address is 11811 Greenstone Avenue, Santa Fe Sprints, CA 90670-4628, and is made with reference to the following:

RECITALS

- A. On January 23, 2018, Lessee and Lessor entered into a Lease Agreement ("Lease Agreement").
- B. The parties desire to enter into this Amendment No. One to increase the total compensation and amend the "Term of Lease; Extension" clause.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM OF LEASE: EXTENSION CLAUSE

Section 5 of the Lease Agreement is amended in its entirety and replaced with the following: "5. Term of Lease; Extension. The term of this Lease Agreement begins on the date of delivery of the Equipment ("Date of Delivery") and ends on the last day of the Minimum Lease Term, as defined in the Lease Order Agreement ("Term") or the Extension Period (as herein defined). Either party may terminate this Lease Agreement, with or without cause, upon (30) days' written notice of intent to terminate. Acceptance of Equipment returned to Lessor prior to expiration of the Term or any Extension Period thereof, does not constitute a release of Lessee's rental obligations. In the event Lessee terminates the Lease Agreement during the Term, Lessee unconditionally agrees to pay any applicable charges for services or modifications performed by Lessor to make the Equipment ready for Lessee's use, and any applicable charges related to Ancillary Products, plus the Final Return Charges. At the end of the Term or Extension Period, Lessee shall be responsible for any "Final Return Charges" as estimated in the Lease Order Agreement. Lessee understands and agrees that the Final Return Charges stated in the Lease Order Agreement are estimates only and that Final Return Charges including, but not limited to, dismantle and return freight charges, will be charged at Lessor's then prevailing rate at the time of surrender. Any amounts prepaid by Lessee for rent or estimated return freight and knockdown shall be applied as a credit to Lessee's final invoice once final charges are determined by Lessor. At the end of the Term, this Lease Agreement is automatically extended on a month-to-month basis on the same terms and conditions until the Equipment is returned to Lessor (the "Extension Period"); except that Lessee's rental rate shall be automatically adjusted to Lessor's then prevailing renewal rental rate. **Notwithstanding the above and unless agreed to by Lessee in writing, in no case shall the total consideration to be paid by Lessee to Lessor**

under this Lease Agreement, including but not limited to any Final Return Charges, exceed One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) nor shall the entire term of the Agreement extend beyond two (2) years after the Date of Delivery. After the end of the Term, either party can terminate this Lease Agreement on thirty (30) days written notice."

The total amended compensation reflects Lessee's additional compensation for this Amendment No. One, in an amount not to exceed **Thirty Thousand Dollars and 00/100 (\$30,000.00).**

2. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. One to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 8/27/2019

By: Aide Lahhan:
For: Aaron C. Harp
City Attorney

08/23/19
Amg

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Diane B. Dixon
Mayor

CONSULTANT: Williams Scotsman, Inc.,
a Maryland Corporation

Date: _____

By: _____
Bradley L. Soultz
Chief Executive Officer

Date: _____

By: _____
Bradley L. Bacon
Secretary

[END OF SIGNATURES]