

FIRST AMENDMENT TO LAND LEASE

By and Between

CITY OF FRESNO,
A MUNICIPAL CORPORATION

And

ARAMARK UNIFORM & CAREER APPAREL, LLC
A Delaware Limited Liability Company

THIS FIRST AMENDMENT is made this _____ day of May, 2015 ("Effective Date"), by and between the City of Fresno California, a municipal corporation, ("City") and Aramark Uniform & Career Apparel, LLC, a Delaware Limited Liability Company (formerly ARAMARK Uniform & Career Apparel, Inc.), ("Lessee"). City and Lessee are sometimes individually referred to as Party and collectively as Parties.

RECITALS

WHEREAS, the City and Lessee have entered into a Land Lease dated June 1, 2001 ("Agreement"); and

WHEREAS, the Parties desire to modify certain terms of the Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. As of the Effective Date, Article I, Section A shall be replaced with the following:

A. Leased Premises and Easement Rights Granted:

Lessor grants to Lessee and Lessee accepts from Lessor, for the duration of this Land Lease, a license for access to groundwater monitoring well MW-32 to conduct sampling, maintenance, closure and related activities and nontransferable ingress and egress rights as may be provided by Lessor in its reasonable discretion so that Lessee is able to access groundwater monitoring well MW-32 as described in Exhibit "A" attached hereto and incorporated herein, solely for Lessee's use in pursuit hereof. Such rights shall not unreasonably interfere with CCA SILBAND GOLFCORP DBA AIRWAYS MUNICIPAL GOLF COURSE (CCA'S) use of its leasehold premises as such are above referenced. The estate and interest described in this Article I, Section A and in Exhibit "A" shall be referred to as the "Premises".

2. As of the Effective Date, Exhibit "A" of the Agreement shall be replaced with the diagram attached to this First Amendment.

3. As of the Effective Date, Article II, Section A shall be replaced with the following:

A. Term:

The initial term of this Land Lease shall be from June 1, 2001 to April 30, 2020, subject to any Section "A" Article III rent adjustment, unless sooner terminated in the manner and under the conditions hereinafter provided. Thereupon, this Land Lease shall automatically renew for two (2) additional five (5) year renewal terms (May 1, 2020 through April 30, 2025 hereinafter referred to as the "First Renewal Term" and May 1, 2025 through April 30, 2030 hereinafter referred to as the "Second Renewal Term") all upon the same terms and conditions herein, subject to any Section "A" Article III rent adjustment, subject to earlier termination with or without cause by either Party giving sixty (60) days written notice to the other Party.

In no event shall this Land Lease remain in effect beyond April 30, 2030.

4. As of the Effective Date, Article III, Section A shall be replaced with the following:

A. Rental: Lessee shall pay to Lessor, as rent for the Premises, the following annualized amounts:

1. Annual Rental: Annual rental amount due hereunder shall be computed as follows provided that Lessor retains right to adjust rent at any time pursuant to action by Fresno City Council amending Lessor's Master Fee Ordinance.

<u>Period</u>	<u>Annual Rental</u>
6/2001 - 5/2006	\$0.500 per sq. ft. x 2,700 sq. ft. = \$1,350.00
6/2006 - 5/2011	\$0.734 per sq. ft. x 2,700 sq. ft. = \$1,981.80
6/2011 - 4/2015	\$1.078 per sq. ft. x 2,700 sq. ft. = \$2,910.60
5/2015 - 4/2020	\$1.584 per sq. ft. x 1,741 sq. ft. = \$2,757.74
First Renewal Term	\$2.328 per sq. ft. x 1,741 sq. ft. = \$4,053.05
Second Renewal Term	\$3.420 per sq. ft. x 1,741 sq. ft. = \$5,954.22

5. In the event of any conflict between the body of this First Amendment and any Exhibit or Attachment hereto or document referenced herein, the terms and conditions of the body of this First Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit, Attachment or document referenced. Furthermore, any terms or conditions contained within any Exhibit, Attachment hereto or document referenced herein which purport to modify the allocation of risk between the Parties, provided for within the body of this First Amendment, shall be null and void.

6. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement

7. Except as amended herein, the Agreement shall be and remain in full force and effect.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, Lessee has caused this First Amendment to be executed by its duly authorized officer, and City has caused the same to be executed by its duly authorized person(s)/officer(s), all as of the day and year first above written.

CITY OF FRESNO

CITY OF FRESNO,
A Municipal Corporation

By: _____
Kevin R. Meikle,
Director of Aviation

ATTEST:
Yvonne Spence, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By: _____
Brandon Collet Date
Deputy

Address for Notice:

City of Fresno
Airports Department
4995 E. Clinton Way
Fresno, CA 93727

LESSEE:

ARAMARK UNIFORM & CAREER
APPAREL, LLC
A Delaware Limited Liability Company

By: Douglas G. Helmstetter

Name: Douglas G. Helmstetler
(Printed Name)

Title: Sr. Dir. Environmental Compliance
(If corporation or LLC, Board Chair,
Pres. or Vice Pres.)
(Authorization up to ~~\$~~ 150 K)

By: Smith

Name: JAMES C. LEE (Printed Name)

Title: SVP VEAZ (Printed Name)

Address for Notice:

Doug Helmstetler
Aramark Uniform & Career Apparel, LLC
115 N. First Street
Burbank, CA 91502
Phone: (818) 973-3772

