

**3<sup>RD</sup> AMENDMENT TO LEASE**

This Agreement, made by and between CREEKBRIDGE OFFICE CENTER II, LLC, 1540 Constitution Blvd., Salinas CA 93905 (referred to herein as "LESSOR"), and COUNTY OF MONTEREY c/o Department of Public Works, Attn: Real Property, 855 E. Laurel Dr. Bldg C, Salinas CA 93905 (referred to herein as "LESSEE").

**WITNESSETH**

WHEREAS, LESSOR and LESSEE entered into that certain Lease Agreement dated July 31, 2007 (the "Lease"), whereby LESSOR leased to LESSEE and LESSEE leased from LESSOR approximately 12,463 rentable square feet and 10,593 usable square feet of office space in Suites 190, 230, and 250 at 1615 Bunker Hill Road, Salinas CA 93906 (the "Premises"). Thereafter, LESSOR and LESSEE amended the Lease pursuant to the terms of Amendment No. 1, dated July 31, 2007, whereby the Lease was amended to include Suite 140, which increased the Premises to 14,427 rentable square feet and 12,262 usable square feet, and increased the monthly rent to \$30,269.70. Thereafter, LESSOR and LESSEE amended the Lease pursuant to the terms of Second Amendment to Lease with an effective date of August 12, 2010, whereby LESSEE's Suite 230 was relocated (although the same Suite number was retained) and the Lease was amended to increase the size of the Premises to 14,667 rentable square feet and 12,466 usable square feet without any change in monthly rent. The Lease and amendments shall be collectively hereinafter referred to as the "Lease."

WHEREAS, LESSOR and LESSEE desire to amend the Lease to extend the term and adjust the rent;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

That the Lease is amended effective on February 19, 2013:

**1. Extended Term**

The term of the Lease shall be extended for an additional period of three (3) years and ten (10) days commencing on February 19, 2013 and expiring on February 29, 2016.

**2. Rent**

The monthly rent for the first year of the Extended Term is \$2 per rentable square foot for the partial month of February and the following 12 months. This rent is computed on 14,427 rentable square feet as the Second Amendment to the Lease provided that the additional 240 rentable square feet would be free rentable square footage for the initial and extended terms of the Lease. The rent schedule for the extended term(s) is as follows:

<b>RENT SCHEDULE</b>		
Period	Monthly Rent Computed on 14,427 S.F.* in Words	Monthly Rent in Numbers
February 19, 2013–February 28, 2013	Nine Thousand Six Hundred Eighteen Dollars	\$ 9,618.00
March 1, 2013–February 28, 2014	Twenty Eight Thousand Eight Hundred Fifty-Four Dollars	\$ 28,854.00
March 1, 2014–February 28, 2015	Twenty Nine Thousand Four Hundred Thirty-One and 08/100 Dollars	\$ 29,431.08
March 1, 2015 – February 29, 2016	Thirty Thousand Nineteen and 70/100 Dollars	\$ 30,019.70

The rent shall increase pursuant to the above rent schedule, which is reflective of a two percent (2%) annual "Cost of Living" increase, for this three- (3) year extension. The Annual Rent Adjustment of three percent (3%) referenced in Article 4 of the Lease shall not apply.

**3. Tenant Improvements**

LESSEE is to retain the space in its "as-is" condition. For purposes of Article 5 – *Termination by County* in the Lease, as of the Effective Date, the parties agree that the Premise Improvement costs have been fully amortized and there are no remaining unamortized Premise Improvement costs.

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this agreement to be executed as of the day and year first written above.

LESSOR:

CREEKBRIDGE OFFICE CENTER II, LLC  
By: Thrust IV, Inc. Its Managing Member

  
\_\_\_\_\_  
HUGH P. BIKLE  
President

Date:

8 May 2012

LESSEE:

COUNTY OF MONTEREY  
By: 

\_\_\_\_\_  
For Mike Derr  
Contracts/Purchasing Officer

Date:

6-5-12

Approved as to form and legality:

  
\_\_\_\_\_  
JESSE J. AVILA  
Deputy County Counsel