

SECOND AMENDMENT TO LEASE

The Second Amendment to the Lease is entered by and between Creekbridge Office Center II, LLC ("LESSOR") and County of Monterey ("LESSEE").

RECITALS

A. LESSOR and the LESSEE previously entered into that certain lease 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 useable square feet of office space in Suites 190, 230 and 250 at 1615 Bunker Hill Road, Salinas, California 93906 (the "Premises"). Thereafter, LESSOR and LESSEE amended the Lease pursuant to the term 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 useable square feet of space (the "Premises") and increased the monthly Rent to \$30,269.70 monthly.

B. The parties hereto wish to amend the Lease to: (i) relocate LESSEE'S Suite 230 to the adjacent suite, (ii) provide for tenant improvements to be paid for LESSOR (iii) establish an interim location on the ground floor and (iv) amend the terms and conditions of the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and value consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** All capitalized terms used in this Amendment that are not defined herein shall have the meanings as defined in the Lease.
2. **Effective Date.** The "Effective Date" of this 2nd Amendment shall be August 12, 2010.
3. **Relocation Premises.** As of the Effective Date, Article 1.1 of the Lease is hereby amended to: (i) increase the approximate size of the Premises to 14,667 rentable square feet and 12,466 useable square feet (ii) delete LESSEE'S current Suite 230 and (iii) add to the Premises the new Suite 230 as shown on the attached Exhibit A ("Relocation Premises").
4. **Interim Premises.** Upon the Effective Date, LESSOR shall relocate LESSEE'S current Suite 230 to Suite 170 which is comprised of approximately 3,816 rentable square feet ("Interim Premises"). The relocation of the LESSEE'S current Suite 230 to the Interim Premises shall be at LESSOR'S cost and expense. Upon completion of the tenant improvements contemplated under section 5 below, LESSOR shall move LESSEE'S furniture and equipment to the Relocation Premises at LESSOR'S sole cost and expense.
5. **Tenant Improvements.** As of the Effective Date, LESSOR, at LESSOR'S cost, shall commence the required work to "turn-key" the tenant improvements for the Relocation Premises in accordance with the attached Exhibit A. Upon completion of the tenant improvements and issuance of a certificate of occupancy, LESSOR shall notify LESSEE in writing and LESSEE shall occupy the Relocation Premises and surrender the Interim Premises within 15 days.

6. **Waiver of Annual Rent Adjustment.** Effective February 19, 2010, LESSOR shall waive seven (7) months (February 19, 2010 through September 18, 2010) rent adjustment (pursuant to Article 4 of the Lease).

7. **Free Rentable Square Footage.** As of the Effective Date, LESSOR shall not charge LESSEE for 240 rentable square feet of space (204 usable square feet) for the initial term or any extended-term of the Lease.

8. **No Change.** Except as set forth herein, all of the terms and conditions of the Lease remain unchanged and in full force and effect. In the event of a conflict between the Amendment and the Lease, this Amendment shall prevail.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment as of the date written below:

LESSEE:

COUNTY OF MONTEREY

By: 

Title: Contracts/Purchasing Officer

Date: 8-10-10

APPROVED AS TO FORM (County Counsel)

By: 

Title: Deputy County Counsel

Date: 8/6/10

LESSOR:

CREEKBRIDGE OFFICE CENTER II, LLC

By: 

Title: Managing Member

Date: 5 Aug 2010

Reviewed as to fiscal provisions


Auditor/Controller
County of Monterey

8-11-10