

### LEASE AMENDMENT NO. 3

This LEASE AMENDMENT No. 3, is made by and between Ito Farms, Inc., ("LESSOR"), and COUNTY OF MONTEREY c/o Real Property Specialist, 1441 Shilling Place, South Building, 2<sup>nd</sup> Floor, Salinas, California 93901 (referred to herein as "LESSEE")(collectively referred to as "the parties").

#### WITNESSETH

WHEREAS, LESSOR and LESSEE previously entered into that certain LEASE AGREEMENT, dated March 1, 2013 (the "Lease" or Lease Agreement No. A-12410), whereby LESSOR leased to LESSEE and LESSEE leased from LESSOR approximately 3,872 rentable square feet and 3,291 usable square feet of office space in Suite 120 at 1611 Bunker Hill Road, Salinas, California 93906 (hereinafter referred to as the "Premises"). The initial Lease term provided for a "Lease Commencement Date" of March 1, 2013 with an initial five (5) year term and two (2) extended one (1) year terms, for a total seven (7) year term.

WHEREAS, LESSOR and LESSEE amended the Lease pursuant to the terms of LEASE AMENDMENT NO. 1 to Lease Agreement No. A-12410 dated October 30, 2017, whereby the Lease was extended through and including February 28, 2019 and the monthly rent was adjusted to \$7,481.26 according to the corresponding rent schedule. Lease Agreement No. A-12410 and amendments to said Lease shall be collectively referred to as the "Lease".

WHEREAS, LESSOR and LESSEE amended the Lease pursuant to the terms of LEASE AMENDMENT NO. 2 to Lease Agreement No. A-12410 dated January 11, 2019, whereby the Lease was extended through and including February 28, 2020 and the monthly rent was adjusted to \$7,630.89 according to the corresponding rent schedule. Lease Agreement No. A-12410 and amendments to said Lease shall be collectively referred to as the "Lease".

WHEREAS, LESSOR and LESSEE desire to amend said Lease to extend the term, adjust the rent and provide tenant improvements as described.

NOW, THEREFORE, it is hereby agreed that said Lease is amended effective as of March 1, 2020 as set forth below:

#### **1. Extended Term**

The term of the Lease shall be extended for an additional three (3) year period commencing on, March 1, 2020, through and including February 28, 2023.

#### **2. Rent**

The rent shall increase pursuant to the rent schedule below, which is reflective of a two percent (2%) annual "Cost of Living" increase for the next three (3) year extended term.

RENT SCHEDULE		
Period	Monthly Rent for 3,872 Square Feet	Monthly Rent
March 1, 2020 – February 28, 2021	Seven Thousand Seven Hundred Eighty Three and 51/100 Dollars	\$7,783.51
March 1, 2021 – February 28, 2022	Seven Thousand Nine Hundred Thirty Nine and 18/100 Dollars	\$7,939.18
March 1, 2022 – February 28, 2023	Eight Thousand Ninety seven and 96/100 Dollars	\$8,097.96

### **3. Tenant Improvements**

LESSOR agrees to furnish at LESSOR's sole cost and expense all the material, labor, and equipment for the following LESSOR improvements:

1. LESSOR shall remove all carpeting and padding throughout entire Premises and replace with Luxury Vinyl Plank (LVP). LVP will reasonably match the color and pattern of LVP in other certain areas of the Premises.
2. LESSOR shall paint the main open office area. Paint color shall be the same color or a close and constant color match to all other painted surfaces. All trim, moldings and door frames shall be touched up.
3. LESSOR shall repair or replace any blinds or drapes that do not function correctly and/or do not prevent light from shining through the blinds while in the closed position.
4. LESSOR shall coordinate and work in conjunction with the LESSEE to reach a mutually agreeable schedule for the removal of furniture, computer equipment and telephones prior to the installation of the new flooring and painting.

LESSEE agrees to furnish at LESSEE's sole cost and expense the removal and reinstallation of all furniture, computer equipment and telephones necessary for the LESSOR to install new flooring and paint.

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 LEASE AMENDMENT NO. 3, the terms and conditions of this LEASE AMENDMENT NO. 3 shall prevail.

### **4. Incorporation of Recitals**

The recitals to this LEASE AMENDMENT NO. 3 are incorporated by this reference.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this LEASE AMENDMENT NO. 3 as of the last date opposite the respective signatures below. The parties understand and agree that this LEASE AMENDMENT NO. 3 to said Lease shall be effective as of March 1, 2020.

**LESSEE:** (County of Monterey)

DocuSigned By: Mike Derr 04-15-2020  
BY: 1A2AFB76B24D4A3  
Michael R. Derr, Contracts/Purchasing Officer

Dated: 4/23/2020

**LESSOR:** (Ito Farms, Inc.)

BY: [Signature]  
William Ito, President

Dated: 2/20/20

**APPROVED AS TO FORM:**

Office of County Counsel  
Leslie J. Girard, County Counsel  
BY: [Signature]  
Mary Grace Perry, Deputy County Counsel

Dated: 3-4-2020

**LESSOR:** (Ito Farms, Inc.)

& BY: [Signature]  
Signature

Name: John Sun

Printed

Name: CFO

(Secretary, Assistant Secretary, CFO, Assistant Treasurer)

Dated: 2/20/20

**APPROVED AS TO FISCAL PROVISIONS:**

(Auditor-Controller)

for BY: [Signature]  
Gary Giboney, Chief Deputy Auditor-Controller

Dated: 3/6/2020

Department Head:

BY: [Signature]  
Elsa Jimenez, Director of Health

Dated: 4/23/2020