



**Judicial Council of California
Real Estate and Facilities Management
455 Golden Gate Avenue, San Francisco CA 94102**

Location of Sublease Premises: 118 West Gabilan Street, Salinas CA 93901

FIRST AMENDMENT TO SUBLEASE AGREEMENT

This First Amendment to Sublease Agreement (“Amendment”), is made by and between the Judicial Council of California (the “**Judicial Council**”) and County of Monterey, a political subdivision of the State of California (the “**County**”). Judicial Council and County may hereinafter be collectively referred to as the “**Parties**” or individually as a “**Party**.”

RECITALS

- A. Judicial Council is the tenant under that certain Lease Agreement dated December 1, 2010 as amended by that certain First Amendment to Lease Agreement dated May 23, 2011, Second Amendment to Lease Agreement dated November 19, 2012, Third Amendment to Lease Agreement dated August 26, 2015 and Fourth Amendment to Lease Agreement dated as of November 18, 2016. The Lease Agreement and subsequent amendments are referred to together as the “**Master Lease**”, pursuant to which Courthouse Square (“**Master Landlord**”) leased to Judicial Council that portion of building (the “**Building**”) located at 118 West Gabilan Street, Salinas CA (the “**Property**”), consisting of approximately 5,781 square feet of space (the “**Master Premises**”) for the benefit of the Superior Court of California, County of Monterey (the “**Court**”).
- B. County previously entered into a Sublease Agreement with Judicial Council for approximately 1,100 square feet of space (the “**Sublease Premises**”) in the Building pursuant to that certain Sublease Agreement dated January 29, 2013 which expired by its terms as on January 31, 2013 (the “**Sublease**”).
- C. County has continued to occupy and use the Sublease Premises and to pay a flat rate of \$900 per month rent on a month-to-month basis as a tenant at will. County desires to continue to occupy and use the Sublease Premises, and has

agreed to pay its pro rata share of various tenant improvements (parking lot resurfacing, carpet and flooring), and an increased rental rate pursuant to this First Amendment.

- D. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the Judicial Council for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any party.

NOW THEREFORE, in consideration of the Sublease Premises subleased to County hereunder and the mutual covenants and conditions herein contained, Judicial Council and County hereby agree as follows:

AGREEMENT

1. **Replacement of Administrative Office of the Courts Name.** All references to “Administrative Office of the Courts” or “AOC” in the Lease shall be replaced by “Judicial Council” or “Council” with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the “Administrative Office of the Courts” or “AOC” in the Lease.
2. **Term.** The term of this First Amendment will commence upon execution by all Parties, but no later than January 1, 2017 (the “**Commencement Date**”) and continue to be on a month-to-month basis (the “**Month to Month Term**”), and will end on the date on which the Master Lease expires, or when the Master Lease is earlier terminated, provided however, that each Party will have the right to terminate this Sublease upon the giving of not less than 30 days prior written notice to the other Party.
3. **Rent.** As of the Commencement Date and continuing through the Month to Month Term, County will pay to Judicial Council on the first day of each month thereafter the monthly rent and utilities as listed below:

Period	Monthly Rent	Monthly Utilities	Total Due /Month
January 1, 2017 – January 31, 2018	\$1,400.00	\$175.00	\$1,575.00
February 1, 2018 – January 31, 2019	\$1,442.00	\$183.75	\$1,625.75
February 1, 2019 – January 31, 2020	\$1,485.26	\$192.94	\$1,678.20
February 1, 2020 – January 31, 2021	\$1,529.82	\$205.59	\$1,735.41
February 1, 2021 – January 31, 2022	\$1,575.71	\$212.72	\$1,788.43

4. **Tenant Improvements.** Pursuant to the Master Lease, the Master Landlord has or will be responsible for providing certain tenant improvements, including repaving and restriping the building parking lot, and installing new carpet and flooring in specific areas of the Master Premises (“**Tenant Improvements**”). The Tenant Improvements are required to be completed by Master Landlord within 90 days of November 30, 2016, and upon completion the Master Landlord is to send an invoice in the amount of \$9,526.58 to the Council. The Council will then invoice the County in the amount of \$4,950.97, and the County agrees to pay the amount of \$4,950.97 to the Judicial Council within 30 days of receipt of the invoice.

5. **No Further Modifications.** Except as specifically modified herein, the Sublease remains unmodified and in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Sublease on the date set forth beneath their respective signatures below.

APPROVED AS TO FORM:

Judicial Council of California,
Legal Services


By: _____
Name: Kristin Kerr
Title: Attorney
Date: _____

JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Name: Stephen Saddler
Title: Manager, Contracts
Date: _____

APPROVED AS TO FORM:

County of Monterey
Office of the County Counsel

By:  _____
Name: ~~Mary Grace Perry~~ Brian Briggs
Title: Deputy County Counsel
Date: 2-24-17

COUNTY OF MONTEREY, a political subdivision of the State of California

By: _____
Name: _____
Title: _____
Date: _____

Reviewed as to fiscal provisions

 3/3/17
Auditor-Controller
County of Monterey