

Amendment No. 2

EIGHTEEN MONTH EXTENSION OF LEASE AGREEMENT

LESSOR: B & A Farahmand Family Trust Dated November 8, 2006
17692 River Run Road, Salinas, CA 93908

LESSEE: County of Monterey

Premises: 1370-B South Main Street, Salinas, CA 93901

Lease: Lease Agreement A-11760 dated August 3, 2010

Effective Date: January 1, 2016

This Amendment No. 2 – Eighteen Month Extension of Lease Agreement (Amendment No. 2) to the Lease Agreement between the County of Monterey, a political subdivision of the State of California (LESSEE) and the B & A Farahmand Family Trust Dated November 8, 2006 (LESSOR) is hereby entered into as of the last date opposite the respective signatures below.

Whereas, LESSOR entered into a Lease Agreement with LESSEE on or about August 3, 2010; and

Whereas, LESSOR and LESSEE desire to extend the term of said Lease Agreement through June 30, 2017; and

Now, therefore it is agreed that:

- 1) Said Lease Agreement is hereby extended for eighteen (18) months through June 30, 2017.
- 2) The monthly rent, effective as of January 1, 2016 through June 30, 2017, shall be Thirty One Thousand Five Hundred Seventy Five Dollars and 00/100 (\$31,575.00).
- 3) In the event LESSEE does not vacate the Premises by June 30, 2017, LESSEE shall pay a penalty to LESSOR. The penalty payment shall only apply if LESSOR is charged a penalty from a replacement tenant (or a purchaser) through a bonafide lease or purchase agreement for which occupancy of the Premises by said replacement tenant (or purchaser) is set to begin as of July 1, 2017.

LESSEE's penalty payment to LESSOR shall be the exact amount that a replacement tenant (or purchaser) charges LESSOR and shall not exceed One Hundred Thousand Dollars (\$100,000.00). In the event LESSEE does not vacate the Premises by June 30, 2017, said penalty payment shall be reduced by the monthly rent or pro-rated rent paid by LESSEE to LESSOR.

- 4) All other terms and conditions of said Lease Agreement which are not amended by this Amendment No. 2 shall remain in full force and effect.
- 5) If there is any conflict between the terms of said Lease Agreement and this Amendment No. 2, the terms of this Amendment No. 2 shall prevail.
- 6) The recitals to this Amendment No. 2 are hereby incorporated by this reference.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment No. 2 to the Lease Agreement as of the last date opposite the respective signatures below.

LESSEE: (County of Monterey)

By: _____

Title: Contracts/ Purchasing Officer

Date: _____

**APPROVED AS TO FORM & LEGALITY:
(County Counsel)**

By: Mary Sue Perry

Title: Deputy County Counsel

Date: 6-18-2015

**LESSOR: (B & A Farahmand Family Trust
Dated November 8, 2006)**

By: Bahar Farahmand

By: Ann Farahmand

Title: Co-Trustees

Date: 6-18-2015