

RENEWAL AND AMENDMENT NO. 5 TO LEASE AGREEMENT NO. A-10986

This Renewal and Amendment No. 5 to Lease Agreement No. A-10986 is made by and between 1615 BUNKER HILL, LLC by Thrust IV, Inc., its Managing Member as successor in interest to CREEKBRIDGE OFFICE CENTER II, LLC ("LESSOR"), and COUNTY OF MONTEREY c/o Resource Management Agency, Attn: Real Property Specialist, 1441 Schilling Place, South Building, 2nd Floor, Salinas, California 93905 ("LESSEE") as of the last date opposite the respective signatures below.

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, California 93906 (the "Premises"). Thereafter, LESSOR and LESSEE amended the Lease pursuant to the terms of Amendment No.1 to Lease Agreement (No. A-10986) dated July 31, 2007, whereby the Lease Agreement 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 \$30,296.70. Thereafter, LESSOR and LESSEE amended the Lease Agreement pursuant to the terms of the Second Amendment to Lease with an effective date of August 12, 2010, whereby LESSEE's Suite 230 was relocated to an adjacent suite (although the same Suite number was retained) and the Lease Agreement 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. Thereafter, LESSOR and LESSEE amended the Lease pursuant to the terms of 3rd Amendment to Lease with an effective date of February 19, 2013 whereby the Lease was extended until February 29, 2016 and the rent was adjusted according to the corresponding Rent Schedule. Thereafter, LESSOR and LESSEE amended the Lease pursuant to the terms of Lease Amendment No. 4 with an effective date of March 1, 2016 whereby the Lease was extended until June 30, 2017 and the rent was adjusted according to the corresponding rent schedule. Lease Agreement No. A-10986 and amendments to said Lease Agreement shall be collectively referred to as the "Lease."

WHEREAS, LESSOR and LESSEE desire to amend the Lease to renew the term for Suite 140, remove Suites 190, 230 and 250 and thereby decrease the size of the leased Premises from 14,667 to 1,964 rentable square feet and 1,669 useable square feet of space, and to adjust the rent;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Premises. The Premises pursuant to Article 1.1 of the Lease shall be amended to read:

"LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, that certain real property situated at 1615 Bunker Hill Road, Suite 140, Salinas, California consisting of approximately 1,964 rentable square feet and 1,669 useable square feet of space (the "Premises"), as designated in Exhibit A, which is attached and incorporated herein by this reference."

LESSOR and LESSEE understand and agree that said Lease is hereby amended to renew the term for Suite 140, to remove Suites 190, 230 and 250 from said Lease, and thereby decrease the size of the leased Premises from 14,667 to 1,964 rentable square feet and 1669 useable square feet of space.

2. Renewed Term & Commencement Date

The term of the Lease shall be renewed for an additional period of five (5) years and four (4) months commencing on July 1, 2017 and expiring on October 31, 2022.

3. Rent

The rent schedule for the renewed term is broken down as follows:

RENT SCHEDULE FOR SUITE 140		
Period	Monthly Rent Computed in Words	Monthly Rent in Numbers
July 1, 2017 – October 31, 2017	Four Thousand One Hundred Eighty Three and 32/100 Dollars	\$ 4,183.32
November 1, 2017- October 31, 2018	Three Thousand Nine Hundred Twenty Eight and 00/100 Dollars	\$ 3,928.00

November 1, 2018- October 31, 2019	Four Thousand Six and 56/100 Dollars	\$ 4,006.56
November 1, 2019- October 31, 2020	Four Thousand Eight Six and 69/100 Dollars	\$ 4,086.69
November 1, 2020- October 31, 2021	Four Thousand One Hundred Eighty Eight and 43/100 Dollars	\$ 4,188.43
November 1, 2021- October 31, 2022	Four Thousand Two Hundred Fifty one and 79/100 Dollars	\$ 4,251.79

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 five (5) year renewal.

4. Tenant Improvements

LESSEE is to retain the space in its "as-is" condition.

5. Incorporation of Recitals

The recitals to this Renewal and Amendment No. 5 to Lease Agreement No. A-10986 are incorporated by this reference.

6. Interpretation of Conflicts

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 Lease Agreement No. A-10986 as amended pursuant to Amendment Nos 1-4, and the terms and conditions of this Renewal and Amendment No. 5 to Lease Agreement No. A-10986, the terms and conditions of this Renewal and Amendment No. 5 to Lease Agreement No. A-10986 shall prevail.

LESSEE: (County of Monterey)

BY: _____
Michael R. Derr, Contracts/Purchasing Officer

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

BY: Mary Grace Perry
Mary Grace Perry, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

BY: [Signature]
Auditor/Controller

Dated: 10-5-17

LESSOR: (1615 Bunker Hill, LLC, By Thrust IV, Inc., Its Managing Member)

BY: [Signature]
Hugh P. Bickle, President

Dated: Sept 15, 2017

LESSOR: (1615 Bunker Hill, LLC, By Thrust IV, Inc., Its Managing Member)

BY: _____
Pamela Heldenbrand, Secretary

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BY: _____
Michael R. Derr, Contracts/Purchasing Officer

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Mary Grace Perry, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

BY: _____
Auditor/Controller

Dated: _____

LESSOR: (1615 Bunker Hill, LLC, By Thrust IV, Inc., Its Managing Member)

BY: Hugh P. Bickle
Hugh P. Bickle, President

Dated: Sept 15, 2017

LESSOR: (1615 Bunker Hill, LLC, By Thrust IV, Inc., Its Managing Member)

BY: Pamela Heldenbrand
Pamela Heldenbrand, Secretary