

## LEASE AMENDMENT NO. 5

This Lease Amendment No. 5, is made by and between Ito Farms, Inc., ("LESSOR"), and COUNTY OF MONTEREY c/o Public Works, Facilities and Parks, Attn: Real Property Specialist, 1441 Schilling Place, South Building, 2nd Floor, Salinas, Ca. 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 according to the corresponding Rent Schedule.

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 according to the corresponding Rent Schedule.

WHEREAS, LESSOR and LESSEE amended the Lease pursuant to the terms of LEASE AMENDMENT NO. 3 to Lease Agreement No. A-12410 dated April 23, 2020, whereby the Lease was extended through and including February 28, 2023 and the monthly rent was adjusted according to the corresponding Rent Schedule.

WHEREAS, LESSOR and LESSEE amended the Lease pursuant to the terms of LEASE AMENDMENT NO. 4 to Lease Agreement No. A-12410 dated April 21, 2023, whereby the Lease was extended through and including February 28, 2025 and the monthly rent was adjusted according to the corresponding Rent Schedule.

WHEREAS, LESSOR and LESSEE desire to amend said Lease to extend the term, adjust the rent, and replace Exhibit C-1, Premise Improvements.

NOW, THEREFORE, it is hereby agreed that said Lease is amended effective as of March 1, 2025, as set forth below:

### **1. Extended Term**

The term of the Lease shall be extended for an additional 3-year period commencing on, March 1, 2025, through and including February 28, 2028, with one 2-year extension.

**2. Rent**

The monthly rent shall be Eight Thousand Eight Hundred Forty-Eight and 86/100 Dollars (\$8,848.86), effective March 1, 2025. The rent shall increase pursuant to the rent schedule below, which is reflective of a three percent (3%) annual “Cost of Living” increase for the next 3-year extended term.

<b>RENT SCHEDULE</b>		
<b>Period</b>	<b>Monthly Rent for 3,872 Square Feet</b>	<b>Monthly Rent</b>
March 1, 2025 – February 28, 2026	Eight Thousand Eight Hundred Forty-Eight and 86/100 Dollars	\$8,848.86
March 1, 2026 – February 28, 2027	Nine Thousand One Hundred Fourteen and 33/100 Dollars	\$9,114.33
March 1, 2027 – February 28, 2028	Nine Thousand Three Hundred Eight-Seven and 76/100 Dollars	\$9,387.76

**3. Exhibit C-1, Premise Improvements**

EXHIBIT C, “Premise Improvements”, shall be amended by removing EXHIBIT C of this Agreement and replacing it with “EXHIBIT C-1”. All references in the Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-1.

**4. Incorporation of Recitals**

The recitals to this Renewal and Amendment No. 5 to Lease Agreement No. A-12410 are incorporated by this reference.

**5. 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-12410 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-12410, the terms and conditions of this Renewal and Amendment No. 5 to Lease Agreement No. A-12410 shall prevail.

\*\*\*\*\*SIGNATURE PAGE TO FOLLOW\*\*\*\*\*

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Renewal and Amendment No. 5 as of the last date opposite the respective signatures below. The parties understand and agree that this Renewal and Amendment No. 5 to said Lease shall be effective as of March 1, 2025.

**LESSEE:** (County of Monterey)

BY: \_\_\_\_\_  
Debra Wilson, PHD, Contracts/Purchasing Officer

Dated: \_\_\_\_\_

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

DocuSigned by:  
BY: William Ito  
04FAF7B96813180  
William Ito, President

Dated: 1/21/2025 | 4:07 PM PST

**APPROVED AS TO FORM:**

Office of the County Counsel  
Susan K. Blich, County Counsel

Signed by:  
BY: Mary Grace Perry  
1071095B729190  
Mary Grace Perry, Deputy County Counsel

Dated: 1/22/2025 | 8:07 PM PST

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

DocuSigned by:  
& BY: John Sun  
1E97A0130B5143D  
John Sun, CFO

Dated: 1/21/2025 | 4:13 PM PST

**APPROVED AS TO FISCAL PROVISIONS:**

Rupah Shah, County Auditor-Controller  
Signed by:  
BY: Jennifer Forsyth  
1E7E637879434AE...  
Jennifer Forsyth, Auditor-Controller Analyst II

Dated: 1/22/2025 | 10:06 AM PST

Department Head:

BY: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health Services

Dated: \_\_\_\_\_

# EXHIBIT C-1

## PREMISE IMPROVEMENTS

### REPAINT/TOUCH UPS – Area #1

- Paint and touch paint wall damage.

### REPAINT PAINT KITCHEN WALL – Area #2

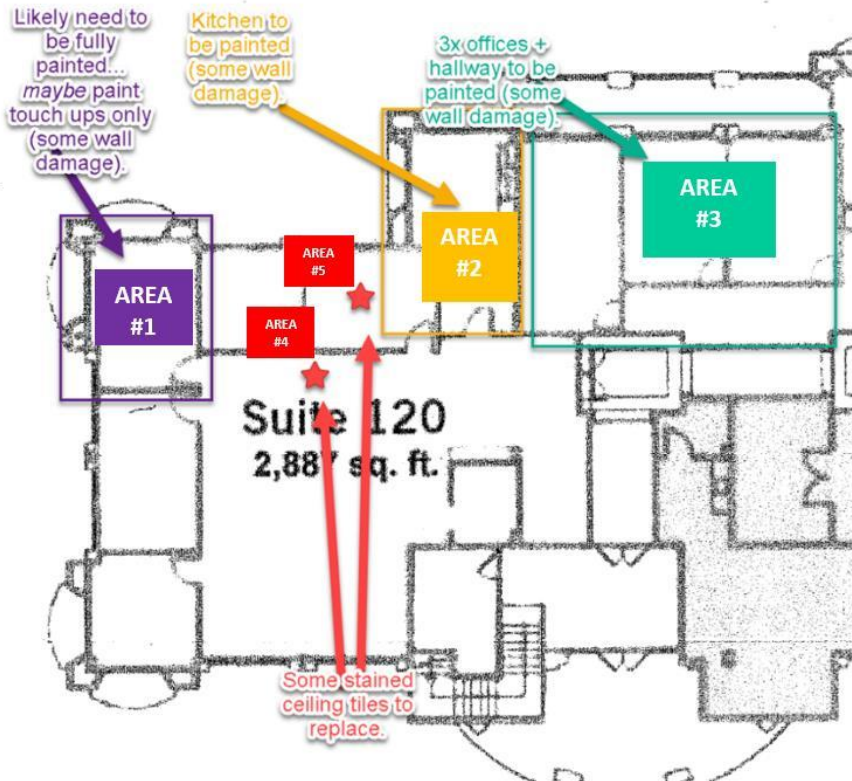
- Current kitchen wall damaged, paint all areas that are damaged.

### REPAINT OFFICES AND HALLWAY – Area #3

- Paint 3 offices (damaged walls)
- Pain Hallway (damaged walls)

### REPLACE STAINED CEILING TILES – Area #4 and Area #5

- Replace 2 areas where stained tiles are located -



**\*\*The County is responsible for moving any furnishings.**