



**Judicial Council of California
Facilities Services
455 Golden Gate Avenue, San Francisco, CA 94102-3688**

For the benefit of: Superior Court of California, County of Nevada

Location of Premises: 10075 Levon Avenue, Truckee, California (Bldg.No. 29-B1)

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the “**First Amendment**”) is made as of June 25, 2019 (“**Effective Date**”) by and between the Judicial Council of California (the “**Lessee**”), for the benefit of the Superior Court of California, County of Nevada (the “**Court**”), and County of Nevada (the “**Lessor**”). Lessee and Lessor may be together referred to as the “**Parties**” or individually as a “**Party**.”

RECITALS

A. Lessor and Lessee entered into that certain Lease Agreement, dated March 1, 2014 (the “**Lease**”), pursuant to which Lessor leased to Lessee, and Lessee leased from Lessor, approximately 1,624 rentable square feet of office space in a portion of the second floor, as more particularly described in the Lease (the “**Premises**”), of the Building located at 10075 Levon Avenue, Truckee, California, and commonly known as the Joseph Center, for use of the Court.

B. The Initial Term of the Lease expires on June 30, 2019, pursuant to the terms of the Lease.

C. 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.

D. Lessor and Lessee now desire to amend the Lease to further extend the term and to make other changes deemed necessary and helpful by the Parties, as set forth in the First Amendment.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals; Defined Terms. The foregoing provisions of the Recitals are true and correct and are incorporated into this First Amendment by this reference. Any defined terms not defined herein will have the definition meaning given those terms in the Lease.

2. Amendment of “AOC” to “Judicial Council.” 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.

3. Extension of Term. The term of the Lease is hereby extended for an additional sixty (60) months, commencing July 1, 2019 and ending on June 30, 2024 (“First Extension Term”) upon the same terms and conditions set forth in the Lease and this First Amendment.

4. Early Termination. Lessee may terminate the Lease at any time effective on or after June 30, 2020, by giving written notice to Lessor at least ninety (90) days prior to the date when such termination shall become effective (“Termination Date”). If Lessee has not fully vacated the Premises on or before the Termination Date, Lessee will pay Rent at the rates provided in the Lease which will be prorated on the basis of a thirty (30) day month, based on the actual number of days Lessee occupies the Premises following the Termination Date.

5. Rent for First Extension Term. The Parties hereby agree that the Rent during the First Extension Term will continue to be adjusted as described in Section 6 “Rent” of the Lease.

6. Notices. Lessee’s address for notice purposes under the Lease, as set forth in section 22 of the Lease, is hereby deleted in its entirety and replaced with the following:

Judicial Council of California
Facilities Services
Attention: Associate Facilities Analyst
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 415-865-5334

With a copy to: Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

And with a copy to: Superior Court of California, County of Nevada
Attention: Court Executive Officer
201 Church Street
Nevada City, CA 95959
Voice: 530-265-1313

In addition, all notices by the Lessor relating to termination of this Lease or an alleged breach or default by Lessee of this Lease must also be sent to:

Judicial Council of California
Branch Accounting and Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th floor
San Francisco, CA 94102
Voice: 415-865-7989
Fax: 415-865-4326

6. Authority. Lessor and Lessee each represents and warrants that the individual signing this First Amendment on behalf of such Party is duly authorized to execute and deliver this First Amendment on behalf of such Party, and that this First Amendment will be binding upon said Party upon mutual execution and delivery thereof.

7. Governing Laws. This First Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles.

8. No Further Modifications. Except as specifically modified herein this First Amendment, the Lease remains unmodified and in full force and effect. In the inconsistency between the provisions of the Lease and this First Amendment, the provisions of this First Amendment shall govern and control.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the date and year first above written.

LESSEE:

JUDICIAL COUNCIL OF CALIFORNIA,

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

APPROVED AS TO FORM:

Judicial Council of California
Legal Services

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

LESSOR:

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

By: _____
Name: Richard Anderson
Title: Chairperson of the Board of Supervisors
Date: _____

APPROVED AS TO FORM:

County of Nevada,
Office of the County Counsel

By: _____
Name: _____
Title: County Counsel
Date: _____