

ADDENDUM TO
Standard Multi-Tenant Shopping Center Lease-Net

Lessor: James Parker Living Trust

Lessee: County of Nevada

Dated as of June 30, 2021

1.3. TERM

(a) OPTION TO EXTEND. The County of Nevada has the option to extend the Lease Agreement for two additional five (5) year terms, Lessee must notify Lessor no later than 150 days prior to the then current lease maturity date of its intent to extend the lease. Lease base rent shall be governed by addendum section 1.5.4.

(b) Lessee Early Termination Right. Notwithstanding the terms of the Lease, the Lessee shall have the right to terminate this lease with respect to the premises upon six months prior written notice to the Lessor of its intent to terminate on a specified date (the "Early Termination Date"), but only as a result of the following event: (i) the funding, for the programs and agencies for which the premises were leased is substantially reduced or withdrawn. If the early termination occurs within the first five years of the original lease term, the Lessee shall pay the Lessor the monthly rental amount for the months listed as free in Section 1.5.1.

1.5.1 Lease Year 1. The monthly Base Rent for the months of September 2021, October 2021, November 2021, December 2021, January 2022, February 2022 shall be zero dollars (\$0.00). The monthly base for the month of August 2021 and from March 2022 through July 2021 shall be \$2,590.

1.5.2 Lease Year 2-5. The monthly Base Rent from months of August 2022 and September 2022 shall be zero dollars (\$0.00). The monthly base rent from October 2022 through July 2026, Year 5, shall be \$2,590.

1.5.3 Lease Years 6-10. The monthly Base Rent for the sixth (6th) Lease Year through the tenth (10th) Lease Year shall be \$2,849.00.

1.5.4 Lease Years 11-15. The monthly Base Rent for the eleventh (11th) Lease Year shall be equal to 95% of the Market Rental Value (the "MRV") of the Premises, calculated as follows. Not less than six (6) months prior to the end of the tenth (10th) Lease Year, the parties shall attempt to agree upon what the MRV will be for the eleventh (11th) Lease Year. If the parties cannot agree, then at their own cost, Lessor and Lessee shall each appoint a Northern California commercial real estate broker or appraiser, to conduct a market analysis of comparable 2,590 square feet office buildings in Nevada County. When determining MRV, Lessor, Lessee and their consultants shall consider the terms of current comparable market transactions which shall include, but not be limited to rent, rental adjustments, abated rent and lease term. For purposes of determining MRV for the eleventh (11th) Lease Year, the MRV: (a) shall not include the value of any improvements installed on the Premises after the date of this Lease or the costs of any such improvements which were paid by Lessee (the "Lessee Improvements"); provided however,

that the MRV shall include the value of all improvements paid by Lessor, excluding those reimbursed by Lessee (the "Lessor Improvements") if applicable; and (b) the condition and layout of the Premises shall be deemed to be that which existed on the date of the Lease, as shown by reasonable photographic or video evidence presented by the parties; provided however, that as to the condition and layout of the Premises, the MRV shall take into account the value of all Lessor Improvements. The value of the Lessee and Lessor Improvements shall be determined based on the relative percentage of actual costs paid by the Lessee and Lessor, as determined and agreed upon by Lessee and Lessor upon Final Completion of all Improvements. If upon review of said analyses, the two parties are in agreement, the Base Rent for the eleventh (11th) Lease Year shall equal 95% of the agreed-upon MRV. If the two parties are not in agreement, a third mutually acceptable appraiser or broker shall immediately be appointed to determine the MRV within the next 30 days using the same considerations. In this instance, the Base Rent for the 11th Lease Year will equal 95% of the MRV as established by a majority of the three brokers/appraisers. Any associated costs for said third broker/appraiser shall be split equally between Lessor and Lessee. Notwithstanding the foregoing, the new Base Rent for the 11th Lease Year shall not be less than the Base Rent payable for the month immediately preceding the rent adjustment. Monthly Base Rent for the twelfth (12th) through fifteenth (15th) Lease Years shall increase by \$0.03 per square foot per year, based on the Base Rent established for the eleventh (11th) Lease Year pursuant to the above procedure.

1.9 b. Common Area Operating Expense. The Common Operating Expenses shall be fixed at \$777 per month from August 2021 through December 2022.

2.13 Premises.

(a) Possession. Lessee shall take possession of the premises as-is. The Lessee shall take responsibility for all interior ADA issues.

(b) Tenant Improvements. The Premises shall be modified with the following improvement or work: Renovation of the interior spaces and interior build-out, including plumbing, electrical, and any HVAC, life safety systems and ADA upgrades plus user-specific exterior ADA upgrades.

(c) Preliminary Plans. The Lessee shall prepare plans and specification for the completion of the Improvements ("Preliminary Plans"). The Preliminary Plans shall itemize the work to be done. Lessor shall approve the Preliminary Plans within 30 days and shall not unduly withhold approval. Lessor's failure to timely approve or disapprove the Preliminary Plans shall constitute the Lessor's approval thereof. If the Lessor shall disapprove all or any part of the Preliminary Plans, and the Preliminary Plans cannot in good faith be modified within 10 days after such disapproval to be acceptable to both the Lessor and the Lessee, then this Lease shall terminate up on notice thereof by one Party to the other and neither party shall thereafter have any obligation, liability or responsibility to the other Party for any reason whatsoever having to do with this Lease. The Preliminary Plans, when approved by Lessor and Lessee shall superseded any prior agreement of the Parties concerning the Improvements.

(d) Final Plans. After the Parties, have or are deemed to have, mutually approved the Preliminary Plans, the Lessee shall prepare final plans and specifications for the completion of the Improvements ("Final Plans"). Lessor shall approve the Final Plans or specify with particularity Lessor's objection thereto within Thirty (30) days following delivery thereof by the Lessee. Lessor's failure to timely approve or disapprove the Final Plans shall constitute Lessor's approval thereof. If Lessor shall disapprove all or any

part or the Final Plans, and the Final Plan cannot in good faith be modified within 10 days after such disapproval to be acceptable to both Lessor and Lessee, then this Lease shall terminate upon notice thereof by one Party to the other and neither Party shall thereafter have an obligation, liability or responsibility to the other Party for any reason whatsoever having to do with this Lease. The Final Plans, when approved shall supersede the Preliminary Plans and any prior agreement of the Parties concerning the improvements.

2.14 The Lessor shall guarantee the operation of the existing HVAC system for the first three years of the Lease.