

### THIRD AMENDMENT TO AMENDED LEASE AGREEMENT

**THIS AMENDMENT** is executed this 25th day of October 2016 by and between **224 Main Street Partners, LLC**, (herein "**Lessor**") and the **COUNTY OF NEVADA**, a political subdivision of the State of California (herein "**Lessee**"). Said Amendment will amend the prior agreement between the parties entitled Lease Agreement made and entered into November 1, 2001 and Addendum 1, dated February 14, 2006, and subsequently amended November 7, 2006 to exercise the first option to extend the term of the Lease to October 31, 2011, and subsequently amended November 1, 2011 to exercise the second option to extend the term of the lease to October 31, 2016.

**WHEREAS**, the current term of the Lease Agreement expires October 31, 2016; and,

**WHEREAS**, the Lessee's intention to move the Public Defender's Office to new office space has been delayed until the end of February, 2017, and Lessee and Lessor desire to extend the term of the Lease for four (4) months; and,

**WHEREAS**, this Amendment shall be effective with no lapse in the existing Lease.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Lessee duly exercised its second option to extend the term of the Lease for an additional five (5) year period ending October 31, 2016, pursuant to Section 4 of the Lease Agreement. Lessee has elected not to exercise its option to further extend the Lease pursuant to Section 4 of the Lease, and any rights of Lessee thereunder are extinguished.
2. That the current term of the Lease shall be extended for a period of four months through February 28, 2017, subject to the terms and conditions in the Lease, as amended herein.
3. The monthly rent for the period November 1, 2016 through February 28, 2017 shall be \$4,900 per month. Lessee shall continue to pay or reimburse Landlord for all other expenses provided for under the Lease, including without limitation, real property taxes, insurance, and termite inspection.
4. Lessee acknowledges and agrees that Landlord intends to make certain improvements to the Premises prior to expiration of the term of the Lease, including without limitation upgrades to the heating and air conditioning systems. In consideration of the Landlord's agreement to extend the Lease as provided for herein, Lessee agrees to provide reasonable access to Landlord and its representatives and contractors to permit such improvements and enable Landlord to re-let the Premises effective as of March 1, 2017. Such reasonable access must occur during normal business hours and shall not interfere with County operations. In addition, Lessee agrees that Landlord may access the Premises on reasonable notice during normal business for purposes of marketing the Premises for sale or lease to a third party, and may place signs advertising the Premises for sale or Lease on the exterior of the building.
5. Effective as of the date hereof, all right of the Lessee pursuant to Section 5 of the Lease are terminated.
6. The following language is hereby added to Section 6 of the Lease:

In the event that Lessee fails to vacate the premises on or before February 28, 2017, in addition to any other obligations of the Lessee under the Lease during its continuing occupancy after February 28, 2017, the monthly rent shall increase from \$4,900 per month to \$7,450 per month.

7. That in all other respects the prior agreement of the parties as previously amended shall remain in full force and effect except as amended herein.

**IN WITNESS WHEREOF**, the parties hereto have executed or cause this instrument to be executed as of this day and year first above written.

LESSOR:

By: \_\_\_\_\_

\_\_\_\_\_  
Tax ID:

Approved as to form:  
COUNTY COUNSEL

By: \_\_\_\_\_

LESSEE:  
COUNTY OF NEVADA

By: \_\_\_\_\_

Dan Miller  
Chair of the Board of Supervisors

ATTEST:

By: \_\_\_\_\_

Clerk of the Board