

AMENDMENT TO AGREEMENT

Addendum No. "G"

The County of San Benito Department of Child Support Services ("TENANT") and Kenneth D. Gimelli and Nancy J. Gimelli ("LANDLORD") enter into this agreement on the date stated next to the signatures in this Addendum G. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Agreement.

a. Initial Agreement.

TENANT and LANDLORD acknowledge that the parties entered into a commercial lease agreement which agreement is dated February 13, 2003.

b. Prior Amendments. (Check one.)

☐ The initial agreement previously has not been amended.

☒ The initial agreement previously has been amended. The date(s) of prior amendments are as follows: Addendum A dated 2/27/03; Addendum B dated 1/6/04; Addendum C dated 10/26/04; Addendum D dated 6/7/05; Addendum E dated 6/23/09; and Addendum F dated 6/3/14.

c. Incorporation of Original Agreement.

The initial agreement and any prior amendments and addenda to the initial agreement (hereafter collectively referred to as the "original agreement") are attached to this amendment as Exhibit 1 and made a part of this amended agreement.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Lease Rate. (Check one.)

☒ The payment terms that TENANT agreed to in the original agreement (Exhibit 1) are modified as specified in Exhibit 2 to this Addendum G, which is made a part of this amended agreement.

☐ The payment terms that TENANT agreed to in the original agreement (Exhibit 1) are not modified.

b. Lease Term. (Check one.)

☒ The term of the original agreement (Exhibit 1) is extended from the current expiration date of June 30, 2019 to a new expiration date of June 30, 2024.

☐ The term of the original agreement is not modified.

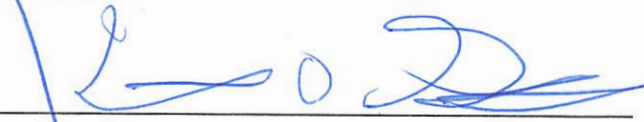
c. Other Terms.

☒ Other terms of the original agreement are modified as specified in Exhibit 2 to this amended agreement ("Addendum G.")

3. Provisions Not Modified.

All other terms and conditions of the original agreement (Exhibit 1) which are not changed by this amendment shall remain the same.

LANDLORD



Kenneth D. Gimelli

10 1 2019
Date



Nancy J. Gimelli

10 1 2019
Date

COUNTY

Mark Medina, Chair
San Benito County Board of Supervisors

Date

ATTEST:

Janet Slibsager, Clerk of the Board

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



Shirley L. Murphy, Deputy County Counsel

Sept. 27, 2019
Date

**EXHIBIT 1
TO ADDENDUM #G
TO COMMERCIAL LEASE AGREEMENT**

**ORIGINAL
LEASE AGREEMENT**

(Please attach the initial lease agreement and any prior amendments or addenda,
from the most recent to the initial agreement, in reverse chronological order.)

AMENDMENT TO AGREEMENT
Addendum No. "F"

The County of San Benito Department of Child Support Services ("TENANT") and Kenneth D. Gimelli and Nancy J. Gimelli ("LANDLORD") enter into this agreement on the date stated next to the signatures in Addendum F. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Agreement.

a. Initial Agreement.

TENANT and LANDLORD acknowledge that the parties entered into an agreement which agreement is dated February 13, 2003.

b. Prior Amendments. (Check one.)

☐ The initial agreement previously has not been amended.

☒ The initial agreement previously has been amended. The date(s) of prior amendments are as follows: Addendum A dated 2/27/03; Addendum B dated 1/6/04; Addendum C dated 10/26/04; Addendum D dated 6/7/05 and Addendum E dated 6/23/09.

c. Incorporation of Original Agreement.

The initial agreement and any prior amendments to the initial agreement (hereafter collectively referred to as the "original agreement") are attached to this amendment as Exhibit 1 and made a part of this amended agreement.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Lease Rate. (Check one.)

☒ The payment terms that TENANT agree to in the original agreement (Exhibit 1) are modified as specified in Addendum E which is made a part of this amended agreement.

☐ The payment terms that TENANT agreed to in the original agreement (Exhibit 1) are not modified.

b. Lease Term. (Check one.)

☒ The term of the original agreement (Exhibit 1) is extended from the current expiration date of June 30, 2014 to a new expiration date of June 30, 2019.

☐ The term of the original agreement is not modified.

c. Other Terms.

☒ Other terms of the original contract are modified as specified in Exhibit 2 ("Addendum F.")

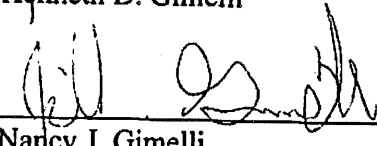
3. Provisions Not Modified.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

LANDLORD



Kenneth D. Gimelli

May 22 2014
Date


Nancy J. Gimelli

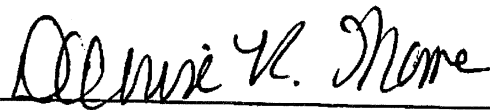
May 22 2014
Date

COUNTY


Jerry Muenzer, Chair
San Benito County Board of Supervisors

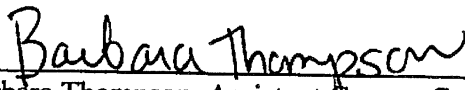
6/3/14
Date

ATTEST:


Denise R. Thome, Clerk of the Board

6/3/14
Date

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office


Barbara Thompson, Assistant County Counsel

5/29/14
Date

**EXHIBIT 1
TO AMENDMENT # F**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT (C.A.R. Form CL-11, Revised 10/01)

Date (For reference only): February 18, 2003

Kenneth D. Gimelli & Nancy J. Gimelli

("Landlord") and

San Benito County Child Support Services

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2320 Technology Parkway, Hollister, CA 95023 ("Premises"), which comprise approximately 25,000 % of the total square footage of rentable space in the entire property. See exhibit A for a further description of the Premises.

2. **TERM:** The term shall be for 0 years and 10 months, beginning on (date) March 1, 2003 ("Commencement Date"), (Check A or B):

☒ **A. Lease:** and shall terminate on (date) December 31, 2003 at 12:00 ☒ AM ☐ PM.

Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

☐ **B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.

☒ **C. RENEWAL OR EXTENSION TERMS:** See attached addendum Addendum A

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

☐ (1) \$ 7,000.00 per month, for the term of the agreement.

☐ (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____

☐ (4) In accordance with the attached rent schedule.

☐ (5) Other: _____

B. Base Rent is payable in advance on the 1st (or ☐ _____) day of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Kenneth D. Gimelli & Nancy J. Gimelli, at (address) 403 Grass Valley Road, Hollister, CA 95023, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is, ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$ 7,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (KG)
Tenant's Initials (NG)

Reviewed by

Broker or Designee _____

Date _____



Wells & Reimel Real Estate
Phone: (408) 777-6700

8010 Wayland Lane Suite 1C, Gilroy
Fax: (408) 777-6700
Renee Wells

COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 1 OF 8)

CA 95020

7144070 7EV

Premises: 2320 Technology Parkway, Hollister, CA 95023Date February 18, 2003**7. PAYMENTS:**

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>03/01/2003</u> To <u>03/31/2003</u>	\$ <u>7,000.00</u>	\$ _____	\$ <u>7,000.00</u>	<u>March 1, 2003</u>
	Date Date			
B. Security Deposit	\$ <u>7,000.00</u>	\$ _____	\$ <u>7,000.00</u>	<u>March 1, 2003</u>
C. Other: _____	\$ _____	\$ _____	\$ _____	
	Category			
D. Other: _____	\$ _____	\$ _____	\$ _____	
	Category			
E. Total:	\$ <u>14,000.00</u>	\$ _____	\$ <u>14,000.00</u>	

8. **PARKING:** Tenant is entitled to see Addendum A unreserved and _____ reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: Within leased Premises only. The right to additional storage space ☐ is ☒ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 100.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: see Addendum A. Items listed as exceptions shall be dealt with in the following manner: _____

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representations or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant including electricity, water, natural gas, storm sewer, sanitary sewer, telephone, security service, trash disposal. See also Addendum A.

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____

OR B. ☒ (If checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as county offices.

No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR ☒ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and see Addendum A for all Maintenance provisions.

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials ()Tenant's Initials ()

Reviewed by

Broker or Designee

Date



Premises: 2320 Technology Parkway, Hollister, CA 95023

Date February 18, 2003

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably be withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or 30) calendar days after agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and, (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by relaying the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemnor. All condemnation proceeds, exclusive of those allocated by the condemnor to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ 2,000,000.00. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 2,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (Signature)
Tenant's Initials (Signature)

Reviewed by

Broker or Designee

Date

COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 3 OF 6)



T3640970.ZFX

30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lesser elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**
- B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.06.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Broker(s). Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials J.G.B. Tenant's Initials [Signature]

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials [Signature]
Tenant's Initials [Signature]



Premises: 2320 Technology Parkway, Hollister, CA 95023

Date February 18, 2003

35. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

36. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:
Landlord: Kenneth Gimelli Tenant: San Benito County Child Support Services

403 Grass Valley Road

c/o Gil Solario, County Administrator

Hollister, CA 95023

481 Fourth Street

SS #564-74-4313 for tax ID

Hollister, CA 95023

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

38. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

39. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** See Exhibit A

The following ATTACHED supplements/exhibits are incorporated in this agreement: Addendum A and Exhibit A

40. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assigns and successors to the parties.

42. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: Wells & Reinal Real Estate (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☒ both the Tenant and Landlord.

Selling Agent: Wells & Reinal Real Estate (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (AK)

Tenant's Initials (JS)



Premises: 2320 Technology Parkway, Hollister, CA 95023Date February 18, 2003

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant [Signature] Date 2-28-03
San Benito Co. Child Support Serv
 (Print name)

Address 481 Fourth St. City Hollister State CA Zip 95023

Tenant _____ Date _____

(Print name) _____

Address _____ City _____ State _____ Zip _____

Landlord [Signature] Date 2-28-03

(owner or agent with authority to enter into this agreement)

Kenneth D. Gimelli

Address 403 Grass Valley Road City Hollister State CA Zip 95023

Landlord [Signature] Date 2-28-03

(owner or agent with authority to enter into this agreement)

Nancy G. Gimelli

Address 403 Grass Valley Road City Hollister State CA Zip 95023

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) Holla & Reimal Real Estate

By (Agent) _____ Date _____

Address 8010 Hayland Lane, Suite 1C City Gilroy State CA Zip 95020

Telephone (408) 847-2500 Fax (408) 847-2525 E-mail gmolla@ccim.net

Real Estate Broker (Listing Firm) Holla & Reimal Real Estate

By (Agent) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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 525 South Virg Avenue, Los Angeles, California 90020

CL-11 REVISED 10/01 (PAGE 6 OF 8)

Reviewed by

Broker or Designee _____ Date _____



COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 6 OF 8)

Addendum A

This is an addendum to the Commercial Lease Agreement of February 18, 2003 on property known as 2320 Technology Parkway, Hollister, CA, wherein Kenneth D. Gimelli and Nancy J. Gimelli is Landlord and San Benito County Child Support Services is Tenant, and as such will be considered to be a part thereof. Parties agree to the following:

1. **LEASE RENEWAL** (see Lease Paragraph 2): By no later than thirty (30) days prior to Lease expiration, Lease may be extended provided both Landlord and Tenant agree on terms of such extension.
2. **PARKING** (see Lease Paragraph 8): Tenant's parking will be restricted to 25% (or more at Landlord's sole option) of the 72 off-street parking spaces available if and when remaining space within the building is leased to one or more additional tenants.
3. **CONDITION OF PREMISES** (see Lease Paragraph 11): Prior to Tenant's occupancy, Landlord will complete the following improvements:
 - a. Replace damaged or stained ceiling tiles;
 - b. Make certain roof is water tight;
 - c. Clean the stained carpet area;
 - d. Repair or replace, as necessary, the sink's plumbing and garbage disposal in the lunch room;
 - e. Make sure both ceiling lights in the hallway next to the bathrooms are in working order;
 - f. Repair and repaint the walls in the lunch room;
 - g. Replace electrical outlet plates in lunch room and room 117;
 - h. Repair holes in the walls and repaint where necessary the room immediately across hall from men's bathroom;
 - i. Repair and/or replace electrical outlet parts in the south and west walls of the reception area;
 - j. Repair light switch on west hallway wall between the two sets of restrooms;
 - k. Clean tile floors throughout Premises;
 - l. Thoroughly clean both bathrooms, including all bathroom fixtures, and replace toilet tank top in men's bathroom; make sure toilets are working properly.
 - m. Air conditioning and heating systems will be checked and serviced, with filters changed, within seven (7) days of Commencement Date.
4. **TENANT OPERATING EXPENSES** (see Lease Paragraph 13): Should one or more additional tenants occupy the building, the costs of electricity, natural gas, water, storm sewer, sanitary sewer and trash disposal will be prorated by Landlord. Until that time, Tenant will order and pay for all such services.
5. **MAINTENANCE** (see Lease Paragraph 17): Landlord will maintain, at Landlord's own expense, the foundation, roof, structural elements of the building, the electrical, plumbing and water systems, and the parking areas and driveways. Tenant will maintain all other areas of the Premises at its own expense, including the air conditioning and heating services, and keep the glass, windows and doors in operable and safe condition.
6. **DEMISING PREMISES**: Prior to the occupation of any additional tenant/s in the building, Landlord will construct demising walls isolating the Premises from other parts of the building, including the division of the reception area and the addition of a second front entrance doorway.

READ AND AGREED, LANDLORD:

Kenneth D. Gimelli & Nancy J. Gimelli

By: 

Kenneth D. Gimelli

By: 

Nancy J. Gimelli

Date: 2-28-03**READ AND AGREED, TENANT:**

San Benito County Child Support Services

By: 

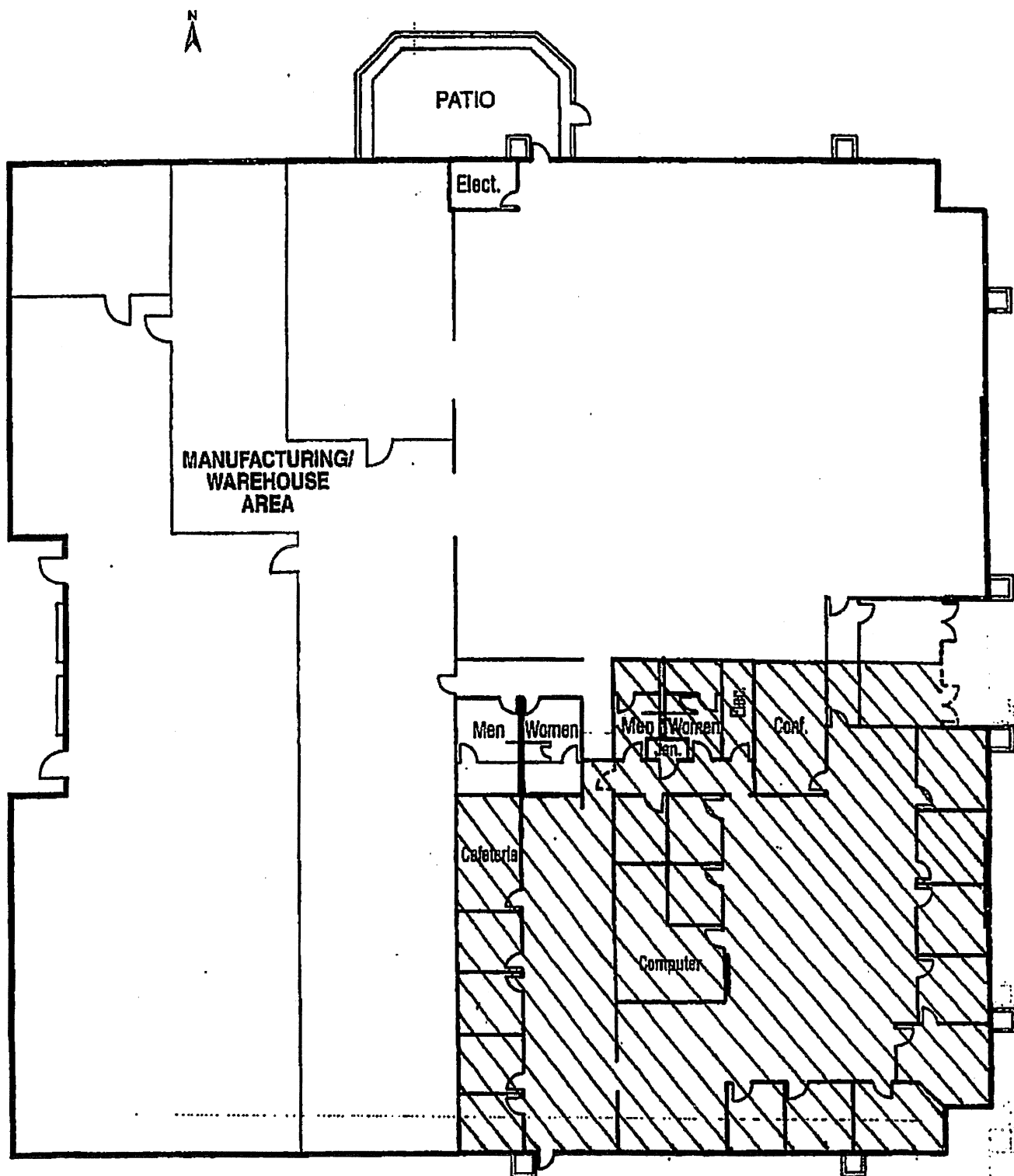
Richard Scagliotti, Chairman

County Board of Supervisors

Date: 2/27/03

EXHIBIT A

Floor Plan 2320 Technology Parkway



Addendum B to Commercial Lease Agreement

The following constitutes Addendum B to the Commercial Lease Agreement of February 18, 2003, regarding 2320 Technology Parkway, Suite A (approximately 7,390 sq. ft.), wherein Kenneth D. Gimelli and Nancy J. Gimelli are Landlord and San Benito County Child Support Services is Tenant. Parties agree as follows:

1. Tenant's Lease of the above Premises is hereby extended through September 30, 2004 and all other provisions of the said Lease shall apply.
2. Tenant shall also have the sole option to extend said Lease on a month-to-month basis for a period beginning October 1, 2004 until December 31, 2004 provided notice to Landlord of same shall be in writing and signed by the chairman of the San Benito County Board of Supervisors, and delivered to Landlord so as to arrive no later than July 31, 2004.
3. The lease rate in the event of Tenant's occupancy after September 30, 2004 shall increase to \$7,350 per month.

READ AND AGREED, LANDLORD:

Kenneth D. Gimelli & Nancy J. Gimelli

By: [Signature]
Kenneth D. Gimelli

By: [Signature]
Nancy J. Gimelli

Date: DEC 19 03

READ AND AGREED. TENANT:

San Benito County Child Support Services

By: [Signature]
Richard Scaglione, Chairman
County Board of Supervisors

Date: 1/6/04

Approval as to Form:

By: [Signature]
Nancy C. Miller
Special Counsel San Benito County

I certify this is a true
and correct copy of
the original.

[Signature]
1-9-04

ORIGINAL

Addendum C to Commercial Lease Agreement

RECEIVED

04 SEP 16 AM 8:34

The following constitutes Addendum C to the Commercial Lease Agreement of February 18, 2003, regarding Premises also known as 2320 Technology Parkway, Suite A (approximately 7,390 square feet), wherein Kenneth D. Gimelli and Nancy J. Gimelli Landlord and San Benito County Child Support Services is Tenant. Parties agree as follows:

1. Tenant's lease of the above Premises is hereby converted from month-to-month tenancy to multi-year except for rights of early termination as set forth in Section 4 of this Addendum, and all other provisions of the said Lease shall apply.
2. Tenant proposes and Landlord agrees the Lease rate after September 30, 2004 shall remain \$7,350.00 per month for the duration of this Addendum.
3. ~~This Addendum shall be effective from the date signed by Tenant through June 30, 2006.~~
4. After July 1, 2005, Tenant shall have the right to terminate the Lease at any time upon providing 60 days' prior written notice to Landlord if Tenant determines to occupy a County facility or to vacate due to budgetary/funding constraints..
5. In case of conflicts between the original Lease and any Addendum, the Addendum shall prevail.

READ AND AGREED, LANDLORD:
Kenneth D. Gimelli and Nancy J. Gimelli

By: 

Kenneth D. Gimelli

By: 

Nancy J. Gimelli

Date: Sept 12 04

READ AND AGREED, TENANT:

San Benito County Child Support Services

By: 

Vice Chair: .. Board of Supervisors

Date: 10/26/04

Approval as to Form:

By: Nancy C. Miller
Special Counsel

RECEIVED

04 OCT -7 AM 9:18

LOS
SANTA CRUZ COUNTY

Addendum D to Commercial Lease Agreement

The following constitutes Addendum D to the Commercial Lease Agreement of February 18, 2003, regarding Premises also known as 2320 Technology Parkway, Suite A (approximately 7,390 square feet), wherein Kenneth D. Gimelli and Nancy J. Gimelli are Landlord and San Benito County Child Support Services is Tenant. Parties agree as follows:

1. Addendum C to Commercial Lease Agreement executed on October 26, 2004 shall expire on June 30, 2005, not June 30, 2006 as originally agreed.
2. Tenant proposes and Landlord agrees the Lease rate on July 1, 2005 shall reduce to \$6,667.00 per month for the first year governed by this Addendum. Parties agree to the Lease rate of \$7,350 per month in Year 2, and \$7,500.00 per month of Years 3 and 4.
3. This Addendum shall be effective from July 1, 2005 through June 30, 2009.
4. After July 1, 2006, Tenant shall have the right to terminate the Lease upon providing 60 days' written notice to Landlord if Tenant has the bona fide opportunity to occupy a County facility, or if Tenant loses program funding to such an extent as to make continuing occupancy of Premises unfeasible.
5. In case of conflicts between the original Lease and any Addendum, the Addendum shall prevail.

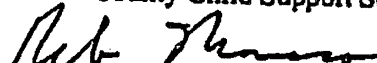
READ AND AGREED, LANDLORD:
Kenneth D. Gimelli and Nancy J. Gimelli

By: 
Kenneth D. Gimelli

By: 
Nancy J. Gimelli


Date: 4-18-05

READ AND AGREED, TENANT:
San Benito County Child Support Services

By: 
Chairman, Board of Supervisors

Date: 6/7/05

Approval as to Form:

By: 
Claude Biddle
Interim County Counsel

ADDENDUM E

Addendum E to Commercial Lease Agreement

The following constitutes Addendum E to the Commercial Lease Agreement of February 18, 2003, regarding Premises also known as 2320 Technology Parkway, Suite A (approximately 7,390 square feet), wherein Kenneth D. Gimelli and Nancy J. Gimelli are Landlord and San Benito County Child Support Services is Tenant. Parties agree as follows:

1. Tenant proposes and Landlord agrees the Lease rate on July 1, 2009 shall be the following: \$7,000.00 per month for the first year, \$7,250.00 per month for year two and \$7,500.00 per month for years three, four and five for the period governed by this Addendum. In consideration for the reduction of rent and leasehold improvements to be made by Landlord, Tenant agrees to pay the first six months of rent for the period governed by this Addendum (months one through six of the sixty month term) in the sum of \$42,000 on or before June 30, 2009.
2. This Addendum shall be effective from July 1, 2009 through June 30, 2014.
3. Landlord has, at his sole expense, installed separate utility meter(s) to isolate Tenant's separate costs from any other tenant and or occupant (including Landlord) and allow Tenant to be billed for Tenant's own usage. Any portion of Tenant's billing that is the expense of the Landlord or Landlord's other tenants will be billed back on a monthly basis and due on a monthly basis from Landlord. Landlord will facilitate the access to the meters by the various utility companies without having to utilize the staff of the Department of Child Support Services. Tenant, upon request, may inspect the meters from time to time to validate the readings. Landlord will secure and limit access to the staff of the Department of Child Support Services to all interior building space not included in the leased area by the Department.
4. Landlord will facilitate and work with the Department of Child Support Services on remodeling needs required by the Department. These include the following: reconfigure the front lobby, front hallway, current interview room and reception area to have a lobby, reception area with two windows, two interview rooms and secure and separate access from the lobby to office area. Landlord will reconfigure the file room space to structure a separate room to be utilized by the Tenant as a training room. Landlord will modify the interior wall to allow access to the second women's restroom adjacent to the space so leased. This new space, approximately 230 sq. ft., will be included in the new leased area. Landlord will allow Tenant to install, at Tenant's expense, a badge access security system to all access entry points of leased premises that Tenant so chooses. Landlord will secure all building permits and contractors (including architectural, building, plumbing and electrical, etc.) to accomplish remodeling projects and be responsible for assuring that all of the above outlined work will be completed no later than September 30, 2009. Tenant

agrees to cooperate in a timely manner in remodeling project so as not to cause undue delay in the completion. Landlord's failure to comply with the requirements outlined in this paragraph will result in a penalty clause that reduces the rent due for each and every month of non-compliance by \$1,000.00 per month, effective October 1, 2009.

5. Tenant is allowed 32 parking spaces to be used by both staff and visitors. Said parking spaces will be located in front of and immediately adjacent to the office. Two of said spaces will be marked as handicapped parking spaces. A restriping of the spaces will be done before this lease takes affect and be the responsibility of the Landlord.
6. After July 1, 2010, Tenant shall have the right to terminate the Lease upon providing 90 days' written notice to Landlord if Tenant has the bona fide opportunity to occupy a County owned or leased facility, or if Tenant loses program funding to such an extent as to make continuing occupancy of premises unfeasible. However, if Tenant elects to terminate the lease earlier than the five year term of this lease, Tenant will be responsible to reimburse Landlord for the costs of improvements so outlined in this Addendum up to a maximum of verified expenses of said remodel or \$15,000, whichever is lower.
7. Tenant, at Tenant's sole option, may extend the term of this lease on a month to month basis for a sixth year. The rent will remain at the same rate as the fifth year of the lease.
8. In case of conflicts between the original Lease and any Addendum, the Addendum shall prevail.


READ AND AGREED, LANDLORD:
Kenneth D. Gimelli and Nancy J. Gimelli

By: 
Kenneth D. Gimelli

By: 
Nancy J. Gimelli

Date: JUNE 1 2009

READ AND AGREED, TENANT:
San Benito County Child Support Services

By: 
Chairman, Board of Supervisors

Date: 6/23/09

Approval as to Form:


By:  6-5-09
Deputy County Counsel

EXHIBIT "2"
Addendum F to Commercial Lease Agreement

The following constitutes Addendum F to the Commercial Lease Agreement of February 18, 2003, regarding Premises also known as 2320 Technology Parkway, Suite A (approximately 7,390 square feet), wherein Kenneth D. Gimelli and Nancy J. Gimelli are Landlord and San Benito County Child Support Services is Tenant. Parties agree as follows:

1. Tenant proposes and Landlord agrees the Lease rate on July 1, 2014 shall be the following: \$7,500.00 per month for the five years of the lease.
2. This Addendum shall be effective from July 1, 2014 through June 30, 2019.
3. Landlord agrees that any portion of Tenant's billing that is the expense of the Landlord or Landlord's other tenants will be billed back on a monthly basis and due on a monthly basis from Landlord. Landlord will facilitate the access to the meters by the various utility companies without having to utilize the staff of the Department of Child Support Services. Tenant, upon request, may inspect the meters from time to time to validate the readings. Landlord will secure and limit access to the staff of the Department of Child Support Services to all interior building space not included in the leased area by the Department.
4. Landlord will facilitate and work with the Department of Child Support Services on completing the remodel of the interview rooms to close off each room as a separate unit, from floor to ceiling, to meet security and privacy issues. Landlord will secure all building permits and contractors (including architectural, building, plumbing and electrical, etc.) to accomplish remodeling projects and be responsible for assuring that all of the above outlined work will be completed no later than September 30, 2014. Tenant agrees to cooperate in a timely manner in remodeling project so as not to cause undue delay in the completion. Landlord's failure to comply with the requirements outlined in this paragraph will result in a penalty clause that reduces the rent due for each and every month of non-compliance by \$1,000.00 per month, effective October 1, 2014.
5. Tenant is allowed 32 parking spaces to be used by both staff and visitors. Said parking spaces will be located in front of and immediately adjacent to the office. Two of said spaces will be marked as handicapped parking spaces.
6. Tenant shall have the right to terminate this Lease upon one (1) year prior written notice to Landlord if Tenant has the bona fide opportunity to occupy a County owned or leased facility. Tenant shall also have the right to terminate this Lease upon 90 days written notice to Landlord if sufficient funds are not

appropriated for Lease Payments by the County Board of Supervisors for a subsequent fiscal year (hereinafter "Event of Nonappropriation").

In lieu of termination in an Event of Nonappropriation, Landlord may amend its Lease with Tenant to conform with the amount appropriated. Tenant shall have a good faith obligation to continue the lease to the extent funds are appropriated.

7. Tenant, at Tenant's sole option, may extend the term of this lease on a month to month basis for a sixth year. The rent will remain at the same rate as the fifth year of the lease.
8. In case of conflicts between the original Lease and any Addendum, the Addendum shall prevail.

KL.
56

EXHIBIT 2

TO ADDENDUM #G

TO COMMERCIAL LEASE AGREEMENT

The following constitutes Addendum G to the Commercial Lease Agreement of February 18, 2003, regarding Premises also known as 2320 Technology Parkway, Suite A (approximately 7,390 square feet), wherein Kenneth D. Gimelli and Nancy J. Gimelli are Landlord and San Benito County Child Support Services is Tenant. Parties agree as follows:

1. Tenant proposes and Landlord agrees the Lease rate on July 1, 2019 shall be the following: \$8,000.00 per month for the five years of the amended lease.
2. This Addendum shall be effective from July 1, 2019 through June 30, 2024.
3. Landlord agrees that any portion of Tenant's billing that is the expense of the Landlord or Landlord's other tenants will be billed back on a monthly basis and due on a monthly basis from Landlord. Landlord will facilitate the access to the meters by the various utility companies without having to utilize the staff of the Department of Child Support Services. Tenant, upon request, may inspect the meters from time to time to validate the readings. Landlord will secure and limit access to the staff of the Department of Child Support Services to all interior building space not included in the leased area by the Department.
4. **DISABILITY ACCESS:** The Premises were inspected by a Certified Access Specialist (CASp) (as defined in California Civil Code section 1938) on January 16, 2019, to ascertain compliance with Disability Access Laws (defined below) as from time to time amended and regulations issued thereunder. Tenant has provided a copy of the inspection report to Landlord. Landlord will work with Tenant to address issues identified in the inspection report. "Disability Access Laws" includes, but is not limited to, Title II of the Americans with Disabilities Act Architectural Guidelines, 28 C.F.R. pt. 36, app. A, those provisions of the California Government Code relating to Access to public Buildings by Physically Handicapped Persons, including California Government Code section 4450-4461 et seq., the accessibility provisions of then-applicable editions of the California Building Code, currently codified at California Code Regs., Title 24, sections 1101B.1 et seq., the Unruh Civil Rights Act, California Civil Code section 51 et seq., and the Disabled Persons Act, California Civil Code section 54 et seq.
5. Tenant is allowed 32 parking spaces to be used by both staff and visitors. Said parking spaces will be located in front of and immediately adjacent to the office. Two of said spaces will be marked as ADA accessible parking spaces.
6. Tenant shall have the right to terminate this Lease upon six (6) months prior written notice to Landlord if Tenant has the bona fide opportunity to occupy a County owned or leased facility. Tenant shall also have the right to terminate this Lease upon 90 days written notice to Landlord if sufficient funds are not appropriated for Lease Payments by the County Board of Supervisors for a subsequent fiscal year (hereinafter "Event of Nonappropriation"). In lieu of termination in the Event of Nonappropriation, Landlord may amend its Lease with Tenant to conform with the

amount appropriated. Tenant shall have a good faith obligation to continue the lease to the extent funds are appropriated.

7. Tenant, at Tenant's sole option, may extend the term of this lease on a month to month basis for a sixth year. The rent will remain at the same rate as the fifth year of the lease.
8. In case of conflicts between the original Lease and any Addendum, the Addendum shall prevail.