



**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 Solano

Location of Premises: 550-600 Union Avenue, Fairfield, California (Bldg. No. 48-A1)

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the **"First Amendment"**) is made as of _____, 2018 (**"Effective Date"**), by and between the Judicial Council of California (the **"Tenant"**), for the benefit of the Superior Court of California, County of Solano (the **"Court"**), and the County of Solano, a political subdivision of the State of California (the **"Landlord"**). Tenant and Landlord may be referred to collectively as the **"Parties"** or individually as a **"Party."**

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement, dated May 13, 2008 (the **"Lease"**), pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, approximately 11,460 rentable square feet of office space in a portion of the first (1st) floor, as more particularly described in the Lease (the **"Premises"**), of the Building located at 550-600 Union Avenue, Fairfield, California, and commonly known as the Hall of Justice, for use by the Court.

B. The Initial Term of the Lease expired on May 31, 2013, which Tenant extended to May 31, 2018, by written notice to Landlord, dated February 5, 2013, 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. Landlord and Tenant now desire to amend the Lease to further extend the term and to specify the Rent during such extended term, and to make other changes deemed necessary and helpful by the Parties, as set forth in this 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. First Amendment Extension Term. The term of the Lease is hereby extended for an additional sixty (60) months, commencing June 1, 2018, and ending on May 31, 2023 (“**First Amendment Extension Term**”), upon the same terms and conditions set forth in the Lease, except as otherwise provided for in this First Amendment.

4. Rent for First Amendment Extension Term. The Parties hereby agree that the Rent during the First Amendment Extension Term will be as follows:

<u>Months</u>	<u>Monthly Rent</u>
6/1/2018 through 5/31/2019	\$ 22,959.03
6/1/2019 through 5/31/2020	\$ 23,532.03
6/1/2020 through 5/31/2021	\$ 24,105.03
6/1/2021 through 5/31/2022	\$ 24,678.03
6/1/2022 through 5/31/2023	\$ 25,251.03

5. Notices. Tenant's address for notice purposes under the Lease, as set forth in section 1.1 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
Fax: 415-865-4694

With a copy to: Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 415-865-4048

And with a copy to: Superior Court of California, County of Solano
Attention: Court Executive Officer
600 Union Avenue
Fairfield, CA 94533
Voice: 707-426-1631

In addition, all notices by the Landlord relating to termination of this Lease or an alleged breach or default by Tenant 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. Landlord and Tenant 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 case of any 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 Agreement as of the date and year first above written.

TENANT:

APPROVED AS TO FORM:
Judicial Council of California
Legal Services

JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Jeremy P. Ehrlich
Title: Attorney
Date: 9-18-18

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: 9/21/18

LANDLORD:

APPROVED AS TO FORM:

**THE COUNTY OF SOLANO, a political
subdivision of the State of California**

By: 
Name: BERNADETTE CURRY
Title: County Counsel
Date: 10/2/18

By: 
Name: Birgitta E. Corsello
Title: County Administrator
Date: 10/23/18