

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is dated December 10, 2019, by and between SONG PROPERTIES, LLC, (“Lessor”) and WASHOE COUNTY, NEVADA, a political subdivision of the State of Nevada, “Lessee.”

WITNESSETH

WHEREAS, Lessor and Lessee are Parties to a Lease Agreement (“Lease Agreement”) dated August 9, 2016 leasing property to the County described therein at 1560 E. 6th St, Reno, Nevada, 89512; and,

WHEREAS, the term of that Agreement commenced on August 9, 2016, and was set to terminate on June 30, 2019; and,

WHEREAS, the Parties to the Lease Agreement have been negotiating a new or extended lease pursuant to Section Five of the Lease Agreement for more than one year and mutually seek to extend the term of the Lease Agreement for an additional period of time described herein to allow for the finalization of a new or amended lease agreement, which amended or new lease agreement is in the best interests of both Parties,

NOW THEREFORE in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. “SECTION TWO” of the Lease Agreement shall be amended to reflect a new termination date of February 29, 2020 and to read as follows:

“The term of this Agreement shall be from August 9, 2016, and terminate on February 29, 2020, unless this Agreement is terminated sooner pursuant to Sections 14, 19, 23 or 25.”

2. “SECTION THREE” shall be amended to add a new subsection 4 to subsection A to read as follows:

“4. Beginning retroactive to November 1, 2019, rent shall be the sum of \$9,325.68 per month commencing November 1, 2019; and ending on February 29, 2020.”

3. “SECTION FIVE OPTION TO RENEW” shall be deleted in its entirety.

4. “SECTION SIX HOLDING OVER” shall be amended as follows:

“Lessee shall provide Lessor with 30 days notice, prior to the expiration of the term hereof, of its intent to holdover. Any holding over of the Premises by Lessee after the expiration of the term hereof shall be construed to be a tenancy from month-to-month, with no change in the base monthly rent up to a maximum period of four months, after which time Lessee will either quit and vacate the Premises or enter into a new agreement. All other terms and conditions stated herein shall remain in full force and effect to the extent they are not inconsistent with this section. If Lessee fails to surrender the Premises upon the expiration of the holdover period, Lessee shall pay to Lessor as and for base

monthly rent, the amount of 150% above the current base monthly rent set forth herein. If Lessee fails to surrender the Premises upon the expiration of the holdover period, Lessee shall hold the Lessor from all damages resulting from Lessee's failure to surrender, including without limitation, claims from a succeeding tenant resulting from Lessee's failure to surrender the Premises."

5. It is the express intent of the Parties in entering this Amendment to Lease Agreement to retroactively extend the Lease Agreement for a period of time sufficient to allow the Parties to finalize negotiations of the new lease agreement, and to do so without penalty, charge or sanction not described herein. Therefore, consistent with that intent and the actions of Parties to date, Lessor waives the notice requirements and any claimed or actual breaches by Washoe County Sections Five and Six of the Lease Agreement, and waives the right to the increase in rent described under Section Six.

6. Any terms in the Lease Agreement which are inconsistent with the terms of this Lease Amendment shall be deleted, unenforceable, or reformed as necessary to effectuate the intent of the Parties as described in Paragraph 5, above.

7. There are no amendments, deletions or other changes to the Lease Agreement not described herein, and all other terms of the Lease Agreement which are not inconsistent with this Lease Amendment shall continue in full force and effect.

**LESSEE: WASHOE COUNTY,
a political sub-division of the State
of Nevada, (COUNTY)**

LESSOR: SONG PROPERTIES, LLC

By: _____
Vaughn Hartung, Chair
Washoe County Commission

By: _____
Dr. Patrick Hsueh, President

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, 2019, before me, a Notary Public, personally appeared **Vaughn Hartung**, known to me to be the Chair of the Board of County Commissioners of Washoe County, who acknowledged to me that s/he executed the foregoing document on behalf of **Lessee** for the uses and purposes therein mentioned.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2019, before me, a Notary Public, personally appeared **Patrick Hsueh**, known to me to be the person described herein, who acknowledged to me that s/he executed the foregoing document on behalf of **Lessor** for the uses and purposes therein mentioned.

Notary Public