

## THIRD AMENDMENT TO LEASE OF PREMISES

**THIS THIRD AMENDMENT TO LEASE OF PREMISES** ("Third Amendment"), dated effective as of January 1, 2009 (the "Effective Date"), is entered into by and between the **CITY OF SAUSALITO**, a municipal corporation (the "Landlord"), and **COMMUNITY ACTION MARIN**, a 501C(3) Corporation ("Tenant").

### RECITALS

The following Recitals are a substantive part of this Agreement:

A. Landlord and Tenant entered into the Lease of Premises dated as of November 1, 2000 (the "Original Lease"). The Original Lease provides for Landlord's lease to Tenant of space known as Building 5, Suite 560, 100 Ebbtide, Sausalito, California (the "Original Leased Premises").

B. Landlord and Tenant also entered into the First Amendment to Lease dated effective as of February 1, 2003 (the "First Amendment") which provides, among other things, for the lease to Tenant of space known as Building 5, Suites 550 and 570 at 100 Ebbtide (the "Additional Leased Premises").

C. Landlord and Tenant also entered into the Second Amendment to Lease dated effective as of May 1, 2004 (the "Second Amendment") which provides for compensation regarding certain prior uses of Suite 530 and to clarified the terms of the Lease regarding the installation of the Improvements and Tenant's use and occupancy of the Additional Leased Premises.

D. The Original Lease as amended by the First Amendment and Second Amendment shall be referred to herein collectively as the "Lease". Capitalized terms utilized herein and not otherwise defined shall have the meaning set forth in the Lease.

E. Landlord and Tenant desire to enter into this Amendment in order to provide for certain revisions to the Term and Rent.

### AGREEMENT

In consideration of the mutual covenants and conditions contained in this Third Amendment, Landlord and Tenant hereby agree as follows:

**Section 1. Term.** Section 2.1 of the Lease is hereby amended to provide that the lease of the Existing Leased Premises and the Additional Leased Premises shall be extended to December 31, 2009 (EXPIRATION DATE), unless otherwise terminated in accordance with the provisions of the Lease.

**Section 2. Rent.** Section 3.1 of the Lease is hereby amended in its entirety to read as follows:

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**“Section 3.1 Base Rent.** Commencing on the Effective Date, Tenant agrees to pay Landlord as rent Four Thousand Two Hundred Seventy-Four Dollars and 00/100 (\$4,274.00) per month as rent for the Existing Leased Premises and the Additional Leased Premises (the “Base Rent”).”

**Section 3. Effect on Lease.** Except as expressly set forth herein, the terms and conditions of the Lease shall remain in full force and effect. In the event of any inconsistency between the Lease and this Third Amendment, the terms of this Third Amendment shall control.

**Section 4. Entire Agreement; Conflicts.** This Third Amendment and all the Exhibits hereto which are incorporated herein by this reference and the Lease contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Third Amendment and the Lease shall not be modified or altered except in writing signed by both parties.

**Section 5. Execution/Authority.** This Third Amendment may be executed in duplicate original counterparts each of which shall constitute one and the same instrument. The individual executing this Lease on behalf of Tenant hereby warrants and represents that she is duly authorized to execute this Lease on behalf of Tenant and upon execution of this Third Amendment, will deliver to Landlord a certified copy of the Articles of Incorporation, the resolution of the Board of Directors of said corporation and minutes of the meeting authorizing said Resolution.

[Signatures on next page]

LANDLORD:

CITY OF SAUSALITO, a municipal corporation

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Jonathan Leone, Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

TENANT:

COMMUNITY ACTION MARIN, a 501C(3) Corporation

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Gail K. Theller, Executive Director

Dated: \_\_\_\_\_, 2009

\_\_\_\_\_  
\_\_\_\_\_, an individual

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