

SECOND AMENDMENT TO LEASE

Employment and Human Service Department  
151 Sand Creek Road, Suites A-G  
Brentwood, California

This second amendment (“**Second Amendment**”) is dated July 1, 2025, and is between THE BIMLA LAL 1986 TRUST DATED OCTOBER 31, 1986 (the “**Landlord**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**Tenant**”).

Recitals

A. Landlord, as successor-in-interest to Wells Fargo Bank, National Association, a California corporation, is the owner of the building located at 151 Sand Creek Road, Building 6 in Brentwood, California (the “**Building**”).

B. Landlord and Tenant are parties to a lease dated June 28, 2011, as amended, under which Tenant is leasing from Landlord an approximately 8,022 square foot suite known as Units A-D in the Building (the “**Lease**”). The lease expired on June 30, 2022, at which time the parties agreed to extend the term of the Lease on a month-to-month basis.

C. The parties desire to amend the Lease to (i) extend the term through December 31, 2027, (ii) provide the County two options to renew the lease, with each option having a one-year term, and (iii) clarify that Tenant has no responsibility, either directly or through Additional Rent, for the cost of maintenance or repairs that result from the settlement or movement of the Building (any such settlement or movement, “**Settlement**”).

The parties therefore amend the Lease as follows:

Agreement

1. All defined terms used but not defined in this second amendment have the meaning ascribed to them elsewhere in the Lease.
2. The original lease summary is replaced with the lease summary attached to this Second Amendment.
3. Section 3. TERM is deleted in its entirety and replaced with the following:

3. **TERM**

3.1 **Initial Term.** The initial term begins July 1, 2011, and ends on December 31, 2027.

3.2 **Renewal Term.** The Tenant has two options to renew this Lease for a term of one year for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth in this Lease.

A. The Tenant will provide Landlord with written notice of its election to renew the lease 60 days prior to the end of the Term. However, if the Tenant fails to provide such notice, its right to renew the lease will not expire until 15 working days after the Tenant’s receipt of Landlord’s written demand that the Tenant exercise or forfeit the option to renew.

B. Upon commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.

3.3 **Termination.** During the Renewal Term, with 60 days’ notice, Tenant may terminate this Lease.

4. Section 4. RENT is deleted in its entirety and replaced with the following:

4. **RENT**

4.1 **Base Rent.** The Tenant shall pay rent (“**Base Rent**”) monthly in advance beginning on July 1, 2011, in the amounts set forth below without deduction, offset, prior notice or demand. Base Rent is payable on the first day of each month in the amounts set forth below:

A. <u>Initial Term.</u>	<u>Base Rent</u>
July 1, 2011 through December 31, 2014	\$10,430.00
January 1, 2015 through June 30, 2017	\$10,830.00
July 1, 2017 through December 31, 2019	\$11,630.00
January 1, 2020 through December 31, 2027	\$12,030.00
B. <u>First Renewal Term.</u>	
January 1, 2028 through December 31, 2028	\$12,390.00
C. <u>Second Renewal Term.</u>	
January 1, 2029 through December 31, 2029	\$12,760.00

4.2 **Proration.** Base Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Base Rent.

4.3 **Additional Rent.** In addition to the Base Rent set forth above, Tenant shall pay Landlord the amounts set forth in subsections A. through E., below (collectively, "**Additional Rent**"). Tenant shall pay Additional Rent annually or monthly, at Landlord's election, in accordance with Section 4.4 (Payment of Additional Rent). For purposes of this Lease, "**Proportionate Share**" means the ratio, expressed as a percentage, of the square footage of the Premises to the total square footage of the Building. As of the date of this Lease, the parties have determined that Tenant's Proportionate Share of the Building is fifty-seven percent (57%).

A. Real Property Taxes. Tenant's Proportionate Share of the Real Property Tax Expense, as defined below.

"**Real Property Tax Expense**" means the amount of Real Property Taxes, as defined below, paid or incurred by Landlord in any calendar year (or portion thereof).

"**Real Property Taxes**" means and includes all taxes, assessments (amortized over the longest period available to Landlord) levied or assessed upon the Building and the real property upon which it is situated, any state or local business taxes or fees measured by or assessed upon gross rentals or receipts, and other governmental charges, general and special, including, without limitation, assessments for public improvements or benefits, that are assessed, levied, and imposed by any governmental authority on the Building during the term. Real Property Taxes do not include any late fees or penalties, any municipal, County, state or federal net income, estate, succession, inheritance, sales, use or franchise taxes of Landlord or documentary transfer taxes, or tax increases of any kind in connection with the transfer, sale or change in ownership of all or part of the Building.

B. Insurance. Tenant's Proportionate Share of the Insurance Expense, as defined below.

"**Insurance Expense**" means the amount of Insurance, as defined below, actually paid or incurred by Landlord in any calendar year (or portion thereof).

"**Insurance**" means the All Risk Property Insurance maintained by Landlord covering the Building and all improvements thereto for perils including fire and earthquake, if applicable, for an amount equal to full replacement cost; liability and other insurance that Landlord reasonably deems necessary on the Premises or that may be required by Landlord's mortgagee, including, but not limited to, earthquake, and flood insurance.

C. Maintenance and Repairs. Tenant's Proportionate Share of the CAM Charges, as defined below.

"**CAM Charges**" means common area maintenance charges and includes (i) all actual costs and expenses incurred by Landlord to operate and maintain those

areas within the Building, including the Building's entrances, walkways, sidewalks, lavatories, drives, parking facilities, and the Common Area, to repair Common Area facilities when reasonably required, to clean and remove trash from the Common Area and to provide security services to the Common Area, (ii) all actual costs and expenses incurred by Landlord to maintain and repair all common areas, parking lots, sidewalks, driveways, all landscaped areas, and other areas that are used in common by the tenants or occupants of the Building, and (iii) an administrative fee for services rendered by a third party manager that is equal to no more than five percent (5%) of the total CAM Charges, excluding administrative expenses, taxes, and insurance premiums.

Notwithstanding any other provision of this Lease to the contrary, Tenant is not responsible for making any repairs, or for reimbursing Landlord for making repairs, that are necessitated by Settlement.

D. Owners' Association Costs. Tenant's Proportionate Share of the costs and expenses directly attributable to the Building that are charged to Landlord by the property Owners' Association, as defined in Section 5, for (i) membership in the Owners' Association, and (ii) maintenance, repair and replacement of the landscaping, parking areas and other amenities in the Common Area, excluding amounts that are imposed or assessed for reserves for future replacements and repairs (together, "**Owners' Association Costs**"); provided such costs are not duplicative of costs included in CAM Charges.

E. HVAC and Janitorial. Tenant's obligation under Section 6.2 - Landlord's Obligation, to reimburse Landlord for (i) the cost of maintaining the HVAC System, as defined in Section 6.2, and (ii) the cost of providing janitorial services to the Premises.

F. Excluded Charges. Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant acknowledge and agree that the following items are excluded from CAM Charges, Owners' Association Costs, and other Additional Rent to be reimbursed or paid by Tenant:

- i. Any costs for repairs necessitated by Settlement.
- ii. Any costs or expenses relating to any loan, lien, or mortgage that encumbers all or any portion of the Building or the Property, including without limitation, any principal, interest, amortization, fees or other payments relating thereto.
- iii. Depreciation of the Building or any major systems of Building service equipment.
- iv. The cost of, or any related amortization or depreciation of the cost of, acquiring, construction, remodeling, refurbishing or expanding the Building or the Center or any portion thereof, including without limitation, buildings, improvements, common areas, parking areas, or any related

facilities or services.

v. All costs and expenses associated with leasing to other tenants, including tenant improvements allowances, attorneys' fees, brokerage commissions, and architectural fees, if any.

vi. Any cost incurred in complying with hazardous materials laws.

vii. Capital taxes, income taxes, corporate taxes, corporation capital taxes, excise taxes, profits taxes or other taxes personal to the Landlord or the Owners' Association.

viii. Costs or expenses arising from failure by Landlord or the Owners' Association to timely pay bills or other obligations, including without limitation, any late charges, penalties or interest relating thereto, except to the extent arising from default of Tenant.

ix. Costs or expenses arising from any bad debt of Landlord or the Owners' Association.

x. Reserves of any kind or nature.

xi. Costs or expenses arising from the breach by Landlord of this Lease or any other lease with any other tenant or occupant of the Building.

xii. Capital expenditures, as defined as costs exceeding \$50,000 per year.

xiii. Costs or expenses arising from the negligence or willful misconduct of Landlord, the Owners' Association, or their agents, employees or contractors, or any tenant or occupant other than Tenant.

xiv. Costs or expenses arising in connection with disposition of all or any portion of the Building or the Center, or any improvements located thereon.

xv. Costs or expenses incurred by Landlord or the Owners' Association to comply with any court orders, judgments, court decrees, governmental laws, rules, regulations, codes, or other governmental requirements, including without limitation, the Americans with Disabilities Act, unless such cost or expense should be borne by Tenant pursuant to Section 2.2 - Compliance with Law and Private Restrictions.

xvi. Costs or expenses that arise as a result of improper or faulty construction, defective workmanship, defective components or equipment, design defects, or latent defects, including any maintenance, repairs or replacements relating thereto.

xvii. Profits or sums paid to affiliates, subsidiaries or other related entities of Landlord to the extent exceeding the market cost of such materials or services.

4.4 **Payment of Additional Rent.** Landlord may elect to be paid Additional Rent (i) annually, within 120 days after the end of a calendar year, when Landlord's actual costs and expenses for the relevant period are known, or (ii) monthly, based on an estimate of what Landlord's actual costs and expenses for the relevant period will be.

A. Annual Payments. If Landlord elects to be paid Additional Rent annually, within 120 days after the end of the calendar year, or, if applicable, within 120 days after the end of the Term, Landlord shall (i) calculate the actual Additional Rent due for the relevant period, based on actual expenses incurred by Landlord, and (ii) invoice Tenant for any Additional Rent due for the relevant period based on actual expenses incurred by Landlord. Tenant shall pay the amount so invoiced within 30 days of receipt of the invoice.

B. Monthly Payments. If Landlord elects to be paid Additional Rent monthly, Landlord shall provide Tenant with a reasonable estimate of the amount of Additional Rent due for the upcoming year (or portion thereof). That amount will be divided by the number of months in the year (or portion thereof) to determine the "**Estimated Monthly Additional Rent.**" Tenant shall pay the Estimated Monthly Additional Rent to Landlord monthly in advance, on the first day of each month. Within 120 days after the end of the calendar year, or, if applicable, within 120 days after the end of the term, Landlord shall (i) calculate the actual Additional Rent due for the relevant period, and (ii) provide Tenant with a statement that compares the actual expenses incurred by Landlord for the relevant period with the total payments of Estimated Monthly Additional Rent paid by Tenant during such period (a "**Reconciliation Statement**"). If Tenant's total payments of Estimated Monthly Additional Rent for the period are less than the amount of actual expenses incurred by Landlord, Tenant shall pay to Landlord the amount of such deficiency within 30 days after receipt of the Reconciliation Statement. If Tenant's total payments of Estimated Monthly Additional Rent for such period exceed actual expenses incurred by Landlord for such period, Landlord shall (i) if the lease is still in effect, apply the excess amount against the next payments of Base Rent and Additional Rent due hereunder, and (ii) if the lease has expired or has otherwise been terminated, issue a refund to Tenant for the excess amount within 30 days after issuance of the Reconciliation Statement.

The Estimated Monthly Additional Rent may be adjusted by Landlord upon 30 days' written notice to Tenant.

C. Inspection of Books. Whether Landlord elects to receive payments of Additional Rent annually or monthly, Tenant has the right to inspect

and audit Landlord's books and records relating to the amounts charged to Tenant as Additional Rent, including a reconciliation of Owners' Association Costs, and to set forth specific objections to amounts charged to Tenant. If the Tenant's inspection and audit reveals the Tenant was overcharged for Additional Rent, Landlord shall remit the amount overcharged to Tenant with interest at a rate of one percent (1.0 %) per month from the date of overpayment until the date paid to Tenant in full within 15 days of demand therefore. In addition, if the amount overcharged equals or exceeds three percent (3%) of the entire CAM Charges for the relevant period, Landlord shall also pay the reasonable costs of such inspection and audit to Tenant with such payment. Tenant may, after the expiration of the 15-day period (and without any additional notice or cure period), withhold any and all installments of Base Rent, Additional Rent and other charges payable to Landlord pursuant to this Lease and apply the same to the payment of such indebtedness. Landlord shall (i) keep separate and complete books of account covering the CAM Charges and the computation of Additional Rent, and (ii) retain all relevant records for at least three years. Tenant shall cause any such inspection to occur within two years of receipt of the Reconciliation Statement. Tenant may not cause such inspection to occur more than once in any twelve month period. In no event may this section be deemed to allow any review of Landlord's records by any subtenant of Tenant. Tenant may not withhold payment of the invoice until after the completion of such inspection.

D. Estimated Payments for July 1, 2025 - December 31, 2025. For the period beginning July 1, 2025, and continuing through December 31, 2025, Landlord has elected to be paid estimated payments of Additional Rent monthly and has determined the Estimated Monthly Additional Rent to be \$5,849.42. Subject to the terms of this lease, Tenant shall pay such amount to Landlord on the first day of each month beginning July 1, 2025, and continuing through December 31, 2025.

4.5 **Late Charge and Interest.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent, Additional Rent (collectively, "**Rent**"), or other sums due hereunder, will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be difficult to ascertain. Accordingly, if any installment of Rent due from Tenant is not received by Landlord within ten (10) days after its due date and provided that Landlord has provided Tenant with written notice that Rent is delinquent, then Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord may incur by reason of late payment by Tenant. Acceptance of the late charge by Landlord together with payment of the overdue Rent will cure the default.

4.6 **Place of Payment.** All payments of Rent are to be paid to Landlord at the address shown in Section 30 (Notices), or to such other person or to such place as Landlord may from time to time designate in writing.



4. Section 6. MAINTENANCE AND REPAIRS is deleted in its entirety and replaced with the following:

6. MAINTENANCE AND REPAIRS

6.1 **Tenant's Obligations.** Except as otherwise specifically provided herein and except to the extent the need for repairs is caused by Settlement, Tenant shall, at Tenant's sole cost, keep in good and safe condition, order, and repair, and replace when necessary, all components, portions and areas of the Premises, including, (i) all plumbing, automatic fire extinguishing and sewage systems, including water and drain lines, sinks, toilets, faucets, drains, showers and water fountains to the extent such systems are within the Building and exclusively serve the Premises, (ii) all interior electrical and lighting facilities, and other operating systems, appliances, and equipment exclusively serving the Premises or located within the Premises, (iii) all fixtures, interior walls, interior surfaces of exterior walls, wall coverings, window coverings, carpets, floors, floor coverings, partitioning, ceilings and ceiling tiles located in the Premises, and (iv) all windows (including glazing), doors, entrances, plate glass and skylights located in the Premises. Tenant shall have the benefit of all warranties available to Landlord regarding the equipment or items in the Premises that are Tenant's obligation to maintain. Tenant shall provide and pay for janitorial service to the Premises. All repairs and maintenance required to be made by Tenant hereunder are to be made promptly with new materials of like kind and quality.

Notwithstanding any other provision in this Lease to the contrary, Tenant is not responsible for normal wear and tear in the Premises and is not required to paint or re-carpet the Premises upon termination of the Lease. Subject to the provisions of Section 6.4 - Perilous Conditions below, if the repair work affects the exterior or any structural parts of the Building, or if the estimated cost of any item of repair exceeds \$2,000, then Tenant shall first obtain Landlord's written approval of the scope of work, plans for the work, materials to be used, and the contractor. Landlord's approval of the proposed work may not be unreasonably withheld or delayed. Tenant shall promptly notify Landlord of the need for any repairs to the HVAC System that serves the Premises so that Landlord can make the needed repairs as required by Section 6.2 - Landlord's Obligations and Section 6.4 - Perilous Conditions, as applicable.

Notwithstanding any other provision of this Lease to the contrary, Tenant is not responsible for making any repairs, or for reimbursing Landlord for making repairs, that are necessitated by Settlement.

6.2 **Landlord's Obligations.**

A. Building. Landlord shall maintain in good condition, order and repair, the foundation, floor slabs, roof, structural components and exterior side of the exterior walls of the Building and its exterior portions, including exterior lighting, landscaping, and windows. With the exception of maintenance and repairs that are necessitated by Settlement, all such maintenance and repair costs



and expenses (excluding replacements and reserves set aside for maintenance and/or replacements) are a part of CAM charges.

B. HVAC System. Landlord shall maintain in good condition, order and repair all portions of the heating ventilation and air conditioning system that exclusively serves the Premises (the "**HVAC System**"), including all ducts, pipes, vents, compressors, fans, and thermostats whether located within the Premises or outside the Premises. All costs and expenses incurred by Landlord in maintaining and repairing the HVAC System are to be paid to Landlord by Tenant pursuant to Section 4.3.E. – HVAC and Janitorial above.

C. Janitorial Services. Landlord shall provide janitorial services to the Premises. All costs and expenses incurred by Landlord in providing janitorial services to the Premises are to be paid to Landlord by Tenant pursuant to Section 4.3.E. – HVAC and Janitorial above.

Subject to the provisions of Section 6.4 (Perilous Conditions), Landlord has no obligation to make repairs under subsection A. and B. above until a reasonable time after Landlord's receipt of written notice from Tenant of the need for such repairs.

6.3 **Services by Landlord**. If Tenant determines that the Premises is in need of maintenance, construction, remodeling, janitorial, or similar service that is beyond Landlord's responsibilities under this Lease, at Tenant's written request, Landlord shall perform such service at Tenant's expense. In performing the service, Landlord shall consult with Tenant and use either licensed insured contractors or employees of Landlord. Landlord shall obtain Tenant's prior written approval of the scope, terms, and cost of any contracts. Tenant may, by giving Landlord 30 days prior written notice, change the level of service, terminate any or all service, or require that a service be performed by a different contractor.

6.4 **Perilous Conditions**. If the Tenant's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of Tenant employees and/or invitees ( a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Landlord of the Perilous Condition and Landlord shall use best efforts to immediately eliminate the Perilous Condition.

Landlord shall immediately address any condition reasonably constituting an emergency, whether Landlord learns of the condition through Tenant or otherwise.

If Landlord fails to address a Perilous Condition within 24 hours after Tenant's notice or to immediately address an emergency situation, Tenant may attempt to resolve the Perilous Condition or emergency situation. Landlord shall reimburse Tenant in full for any costs incurred by Tenant in addressing the Perilous Condition or emergency situation

that exceed Tenant's obligations under this Lease, promptly upon receipt of Tenant's invoice.

5. Section 12.6 **Payment** is deleted in its entirety.
6. Section 30. NOTICES is deleted in its entirety and replaced with the following:
  30. Notices. Any notice required or permitted under this lease must be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor:                   The Bimla Lal Trust  
                                  c/o KCM Inc  
                                  3140 Gold Camp Drive, #150  
                                  Rancho Cordova, CA 95670

To County:                   Contra Costa County  
                                  Public Works Department  
                                  Attn: Principal Real Property Agent  
                                  255 Glacier Drive  
                                  Martinez, CA 94553

Either party may at any time designate in writing a substitute address for the address set forth above and thereafter notices are to be directed to the substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

[Remainder of Page Intentionally Left Blank]


7. All other terms of the Lease remain unchanged.

Lessor and County are causing this second amendment to be executed as of the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a  
political subdivision of the State of  
California

The Bimla Lal 1986 Trust,  
dated October 31, 1986

By: \_\_\_\_\_  
Warren Lai  
Public Works Director

By:  \_\_\_\_\_  
Anil Lal, Trustee

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Margaret J. Eychner  
Senior Real Property Agent

APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

ME:  
WLP560  
\\Pw-Data\Grpdata\Realprop\LEASE MANAGEMENT\BRENTWOOD\151 SAND CREEK RD BLDG 6 -  
T00683\LEASES\2nd Lease Amendment - 2025\151 Sand Creek 2nd Amendment - Final.Docx