

First Amendment to Lease
Health Services Department
1340 Arnold Drive, Suite 121 and 125
Martinez, CA

This first amendment is dated May 13, 2025, and is between RPE MUIR, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”).

Recitals

A. Lessor is the owner of the building located at 1340 Arnold Drive, Martinez, California (the “**Building**”). Lessor and County are parties to a lease dated July 1, 2023, under which the County is leasing Suite 125 in the Building (the “**Lease**”).

B. The parties desire to amend the Lease to expand the definition of Premises to include both Suite 125 and Suite 121. The addition of Suite 121 to the Lease results in the addition of approximately 606 square feet to the Lease, for a total of 2,700 square feet. This first amendment to the Lease modifies the definition of Premises and other provisions, including the rent, accordingly.

The parties therefore amend the Lease as follows:

Agreement

1. The defined term “Premises” is revised to have the following meaning:

“**Premises**” means (i) the approximately 2,094 square feet of the Building known as Suite 125, and (ii) the approximately 606 square feet of the Building known as Suite 121.

2. Section 2. Term is deleted in its entirety and replaced with the following:

Term. The “**Term**” of this lease is comprised of an Initial Term and, at the County’s election, Renewal Terms, each as defined below.

a. Initial Term. The “**Initial Term**” is seven years, commencing on July 1, 2023 (the “**Commencement Date**”), and ending June 30, 2030.

b. Renewal Terms. The County has two options to renew this lease for a term of two years for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth in this lease.

i. The County will provide Lessor with written notice of its election to renew the lease 30 days prior to the end of the Term. However, if the County fails to provide such notice, its right to renew the lease will not

expire until 15 working days after the County’s receipt of Lessor’s written demand that the County exercise or forfeit the option to renew.

- ii. Upon the 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. Section 3. Rent is deleted in its entirety and replaced with the following:

Rent. The County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the first day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:

<u>Initial Term</u>	<u>Monthly Rent</u>
Suite 125 only	
July 1, 2023 - June 30, 2024	\$3,978.60
July 1, 2024 - June 30, 2025	\$4,097.96
 Suites 125 and 121	
July 1, 2025 - June 30, 2026	\$5,432.90
July 1, 2026 - June 30, 2027	\$5,595.88
July 1, 2027 - June 30, 2028	\$5,763.76
July 1, 2028 - June 30, 2029	\$5,936.67
July 1, 2029 - June 30, 2030	\$6,114.77
 <u>First Renewal Term – Suites 125 and 121</u>	
July 1, 2028 - June 30, 2029	\$6,298.22
July 1, 2029 - June 30, 2030	\$6,487.16
 <u>Second Renewal Term – Suites 125 and 121</u>	
July 1, 2030 - June 30, 2031	\$6,681.78
July 1, 2031 - June 30, 2032	\$6,882.23

Rent for any partial month will be prorated and computed on a daily basis with each day’s rent equal to 1/30 of the applicable monthly fractional rent.

4. Tenant Improvements – Suite 121. Prior to occupancy of Suite 121 on July 1, 2025, in Suite 121 Lessor shall:

- a. Paint. Paint the walls throughout in colors selected by the County.
- b. Flooring. Install new carpet squares with same color and pattern as installed in Ste 125.
- c. Opening Between Suites. Create a four-foot wide opening between Suite 121 and Suite 125 where indicated on Exhibit A.
- d. Blinds. Replace blinds with new building standard.

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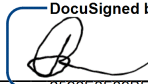
5. All other terms of the Lease remain unchanged.

Lessor and County are causing this first 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

RPE MUIR LLC, a
California Limited Liability Company

By: _____
Warren Lai
Public Works Director

DocuSigned by:

4/17/2025
By: _____
2396E3F89BF14A9
Ronald P. Elvidge
President

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

Exhibit A

