<u>FIRST AMENDMENT TO LEASE</u>

CONTRA COSTA COUNTY
DISTRICT IV SUPERVISOR
2255 CONTRA COSTA BLVD., SUITE 202
PLEASANT HILL, CA

This first amendment is dated August 11, 2026 and is between 2255 CONTRA COSTA BOULEVARD ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP ("**Lessor**") and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "**County**").

Recitals

A. The Landlord and the County are parties to a lease dated April 4, 2023, under which the County is leasing approximately 2,678 square feet in the building commonly known as 2255 Contra Costa Boulevard, Pleasant Hill, California (the "**Lease**").

B. The parties desire to (i) extend the term of the lease, (ii) revise the extension options, and (iii) include certain tenant improvements.

The parties therefore agree as follows:

Agreement

1. Section 2. (<u>Term</u>) is deleted in its entirety and replaced with the following:

<u>Term</u>**.** The "**Term**" of this lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.

a. <u>Initial Term</u>. The "**Initial Term**" is 8 years and 4 months, commencing on the Commencement Date, as defined in <u>Exhibit A</u> to this lease and agreed to by the parties as May 4, 2023, and ending on August 31, 2031.

b. <u>Renewal Terms</u>. County has two options to renew this lease for a term of 4 years for each option (each, a "**Renewal Term**") upon all the terms and conditions set forth herein.

   i. County will provide Lessor with written notice of its election to renew the Lease 60 days prior to the end of the Term. However, if County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after County's receipt of Lessor's written demand that 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.

2. Section 3. (Rent) is deleted in its entirety and replaced with the following:

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

a. Initial Term.

May 4, 2023 – August 31, 2024	$7,498.00
September 1, 2024 – August 31, 2025	$7,761.00
September 1, 2025 – August 31, 2026	$8,032.00
September 1, 2026 – August 31, 2027	$8,314.00
September 1, 2027 – August 31, 2028	$8,605.00
September 1, 2028 – August 31, 2029	$8,906.00
September 1, 2029 – August 31, 2030	$9,217.00
September 1, 2030 – August 31, 2031	$9,540.00

b. Renewal Terms.

i. CPI Increase. In each year during the Term that follows the Initial Term, Rent will increase over the preceding year, based on the CPI Factor.

ii. The "CPI Factor" means the percentage by which the "Index," as defined below, for the most recent twelve-month period immediately preceding the date the revised rent is to commence, has increased over the Index in effect for the immediately preceding twelve-month period, calculated to the nearest one-tenth of one percent. The term "Index" means the Consumer Price Index, all urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area (1982-84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor or a substitute index published as a replacement for that index by said Department or by any other United States government agency.

iii. The adjustment in Rent based on the CPI Factor may not be by less than two percent (2%) or by more than five percent (5%) of Rent then in effect.

iv. Lessor will notify the County of the increase in the Rent and provide a copy of the calculation to the County, when Lessor completes the calculation of increased Rent. If such notice is given after the effective date of the increase, the County shall pay increased Rent retroactively to the effective date of the increase.

3. Section 4. (Tenant Improvements) is modified by the addition of the following subsection a.:

a. In addition to those improvements described in Exhibit A to the lease, Lessor shall:

i. Build an office in the area identified in Exhibit B as “Staff/Office,” approximately 10’ x 11’ in size including walls, paint, carpet, ceiling tiles, HVAC ducts and returns, lighting, and other essentials for functionality and use by County. The paint colors and carpeting must be consistent with those already present in the Premises. If the paint or carpet cannot be matched, Lessor and County will mutually select the closest alternative; and

ii. Install a hot water system in the break room, identified in Exhibit B as “Kitchen.” In accordance with Section 7 (Maintenance and Repairs), Lessor shall repair and maintain the hot water system in good order, condition and repair.

4. Lessor shall cause the new tenant improvements described in Paragraph 3 above to be completed within 60 days of approval of this amendment by the County’s Board of Supervisors.

5. The Lease is hereby amended to add Exhibit B (new office), which is attached hereto and made a part of the Lease for all purposes.

6. All other terms of the Lease remain unchanged.

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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

By: ________________________
Warren Lai
Director of Public Works

2255 CONTRA COSTA BOULEVARD ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

By: Signed in counterpart
Dave Bowie
Authorized Agent

RECOMMENDED FOR APPROVAL:

By: ________________________
Jessica L. Dillingham
Principal Real Property Agent

By: ________________________
Julin Perez
Supervising Real Property Agent

APPROVED AS TO FORM:
THOMAS L. GEIGER,
COUNTY COUNSEL

By: ________________________
Liliana Garcia
Deputy County Counsel