

Second Amendment to Lease
3220 Blume Drive, Suites 140 & 145
Richmond, CA

This second amendment is dated December 3, 2024, and is between STG Blume, LLC, a limited liability company (the “**Lessor**”) and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

Recitals

A. The Lessor and the County are parties to a lease dated May 14, 2013, under which the County is leasing Suite 140 & 145 in the building located at 3220 Blume Drive, Richmond, California (the “**Lease**”).

B. The parties desire to amend the Lease to extend its term and to add renewal options.

The parties therefore agree as follows:

Agreement

1. 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 County’s election, Renewal Terms, each as defined below.

- a. Initial Term. The “**Initial Term**” is 194 months, commencing on September 1, 2013 (the “**Commencement Date**”) and ending November 30, 2029.
- b. Renewal Terms. The County has two options to renew this Lease for a term of three years for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth herein.
 - i. The County will provide Lessor with written notice of its election to renew the Lease thirty 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.

<u>Period</u>	<u>Monthly Rent</u>
September 1, 2013 – November 30, 2013	\$0
December 1, 2013 – November 30, 2014	\$4,755
December 1, 2014 – November 30, 2015	\$4,830
December 1, 2015 – November 30, 2016	\$4,910
December 1, 2016 – November 30, 2019	\$5,200
December 1, 2019 – November 30, 2020	\$6,657
December 1, 2020 – November 30, 2021	\$6,857
December 1, 2021 – November 30, 2022	\$7,062
December 1, 2022 – November 30, 2023	\$7,274
December 1, 2023 – November 30, 2024	\$7,493
December 1, 2024 – December 31, 2024	\$0
January 1, 2025 - November 30, 2025	\$7,608
December 1, 2025 – November 30, 2026	\$7,836.24
December 1, 2026 – November 30, 2027	\$8,071.33
December 1, 2027 – November 30, 2028	\$8,313.47
December 1, 2028 – November 30, 2029	\$8,562.87

- b. Renewal Term. During each Renewal Term, County shall pay rent in an amount equal to the then-current fair market rental value of the property (the “**FMV**”). As soon as practicable following delivery of the County’s renewal notice, County and Lessor shall meet and endeavor in good faith to agree on the FMV. If County and Lessor fail to agree within 30 days of delivery of the renewal notice, then Lessor and County shall each appoint an appraiser with at least five years’ full-time commercial real estate appraisal experience in the area to opine as to the FMV of the Premises. Lessor and County shall each bear the cost of their own appraiser. Lessor and County shall request that the appraisers provide written reports setting forth their opinions within 15 days after being given the assignment. As soon as practicable after receipt of the appraisals, Lessor and County shall meet and, again, endeavor in good faith to agree on the FMV.

If Lessor and County are unable to agree on the FMV within 30 days after receipt of the appraisals, (i) County may rescind the renewal notice, or (ii) with Lessor’s concurrence, County may extend the Initial Term for three months (such extension, the “**Extended Initial Term**”). County will pay Rent during the Extended Initial Term at the same rate that applied immediately prior to the Extended Initial Term. If at the end of the Extended Initial Term,

Lessor and County have failed to agree on the FMV, County rescind the renewal notice and the Lease will expire at the end of the Extended Initial Term.

- c. Fractional Month. 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 Rent.

3. 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

STG BLUME, LLC
a limited liability company

By: _____
Warren Lai
Director of Public Works

By: _____
John S. Ziegler
Member 3220 Blume
Associates, LLC, Member
STG Blume, LLC, Member
STG 3220 Blume, LLC

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Jessica Castro
Associate Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel