

First Amendment to Lease
Health Services Department - Personnel
1320 Arnold Drive, Suite 246, 256, and 266
Martinez, CA

This first amendment is dated December 16, 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 1320 Arnold Drive in Martinez, California (the “**Building**”). Lessor and County are parties to a lease dated October 1, 2022, under which the County is leasing Suite 266 in the Building (the “**Lease**”).

B. The parties desire to amend the Lease as of February 1, 2026 (the “**Effective Date**”) to add approximately 1,810 square feet to the Premises, for a total square footage of 3,206, and to make related changes to the amount of rent payable under the Lease. In addition, the parties desire to extend the term of the Lease and increase the number of non-exclusive parking spaces available to the County.

The parties therefore amend the Lease as follows:

Agreement

1. Beginning on the Effective Date, the defined term “Premises” is revised to have the following meaning:

“**Premises**” means (i) the approximately 1,396 square feet of the Building known as Suite 266, and (ii) the approximately 1,810 square feet of the Building known as Suites 246 and 256.

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, a Renewal Term, each as defined below.

- a. **Initial Term.** The “**Initial Term**” is eight years, commencing on October 1, 2022 (the “**Commencement Date**”), and ending September 30, 2030.
- b. **Renewal Terms.** The County has one option to renew this lease for a term of two years (the “**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 266 only	
October 1, 2022 - September 30, 2023	\$2,373
October 1, 2023 - September 30, 2024	\$2,444
October 1, 2024 - September 30, 2025	\$2,518
October 1, 2025 - January 31, 2026	\$2,593
Suites 246, 256, and 266	
February 1, 2026 - September 30, 2026	\$6,288
October 1, 2026 - September 30, 2027	\$6,476
October 1, 2027 - September 30, 2028	\$6,670
October 1, 2028 - September 30, 2029	\$6,871
October 1, 2029 - September 30, 2030	\$7,077
<u>Renewal Term - Suites 246, 256, and 266</u>	
October 1, 2030 - September 30, 2031	\$7,289
October 1, 2031 - September 30, 2032	\$7,508

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. Non-Exclusive Parking. The lease of the Premises includes the non-exclusive use of 16 parking spaces.
- 5. Tenant Improvements. Prior to the Effective Date, Lessor shall cause the work listed in Exhibit A (together, the "**Tenant Improvements**") to be completed.
- 6. 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

By: _____
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

ME:
WLP588
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Amendment - 2025\1320 Arnold Dr Stes 246 256 And 266 - First Amendment - V4.Docx

Exhibit A

Tenant Improvements

1. Paint. Paint the walls throughout Suites 246, 256, and 266 in colors selected by the County.
2. Flooring. Install new carpet squares and LVT throughout Suites 246, 256, and 266 in colors and patterns to be selected by County. Install new LVT at entrance to Suite 266. Location of LVT to be determined at a later date.
3. Mothers' Room. Create Mothers' Room where indicated in Exhibit B. Add a sink.
4. Break Room. Replace cabinet with building standard and top with stone or stone-like countertop.
5. Entry to Suite 266. Relocate door to where indicated in Exhibit B.
6. Blinds. Replace blinds with new building standard throughout all three suites if not already replaced.

Exhibit B

