

FIRST AMENDMENT TO SUBLEASE

1203 W. 10th Street
Antioch, California

This first amendment is dated October 3, 2023, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”) and YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE EAST BAY, a non-profit public benefit corporation (the “**Sublessee**”).

Recitals

- A. The County and the 23rd District Agricultural Association (the “**Master Lessor**”) are parties to a ground lease dated March 1, 2020, under which the County is leasing from the Master Lessor the real property located at 1203 W. 10th Street in Antioch, California (the “**Property**”).
- B. The County and Sublessee are parties to a sublease dated July 1, 2022, under which the Sublessee is leasing three County-owned buildings on the Property, known as Building A, Building B, and Building C, from the County (the “**Sublease**”).
- C. The County and sublessee are parties to a separate service contract dated July 1, 2023, under which Sublessee is operating a Head Start program for the County at the Premises (such contract, as it may be amended from time to time, the “**Service Contract**”). Lessee desires to continue to lease the Premises for the purpose of satisfying its obligations under the Service Contract. The term of the Service Contract is through June 30, 2024.
- D. The parties desire to amend the term of the Sublease to correspond to the term of the Service Contract.

The parties therefore agree as follows:

Agreement

- 1. All terms used but not defined in this first amendment have the meaning ascribed to them in the Sublease.
- 2. Section 2, Term, is deleted in its entirety and replaced with the following:
 - 2. Term. The “**Term**” of this lease is two years, commencing on July 1, 2022, and continuing through June 30, 2024. If the Service Contract is renewed or extended, at the option of the County, the term of this Sublease may be extended by written amendment to this Sublease. In no event may the term of this sublease be extended beyond the expiration or termination of the Service

Contract. If the sublease is extended in accordance with the terms of this sublease, all references to the Term of this sublease 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:

3. 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:

<u>Period</u>	<u>Monthly Rent</u>
July 1, 2022 – June 30, 2023	\$4,153.12
July 1, 2023 – December 31, 2023	\$4,360.78
January 1, 2024 – June 30, 2024	\$4,360.78

Rent for any partial month will be prorated at the rate of 1/30 of the applicable monthly rent per day.

4. Section 29, Termination, is deleted in its entirety and replaced with the following:

29. Termination. If the County terminates the Service Contract for any reason, or for no reason, the Term of this sublease will end on the same date that the Service Contract terminates. If the County terminates this sublease, which it may do for any reason or for no reason, the Service Contract will end on the same date that this sublease terminates. Upon any such termination, Sublessee shall surrender the Premises in accordance with Section 15, Surrender of Premises.

5. All other terms of the Sublease remain unchanged.

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County and Sublessee 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

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF THE EAST BAY, a
California nonprofit, public benefit
corporation

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Fran Gallati
President and CEO

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY
COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel