

**SECOND AMENDMENT TO LEASE**

**Between  
CC SAN PABLO LIMITED PARTNERSHIP  
And  
COUNTY OF CONTRA COSTA  
For  
2300 EL PORTAL DRIVE, SUITE B, SAN PABLO**

This second lease amendment (this “**Second Amendment**”) is dated July \_ , 2014, and is between CC San Pablo Limited Partnership, a California limited partnership, as landlord (“**Landlord**”), and the County of Contra Costa, a political subdivision of the State of California, as tenant (“**Tenant**”).

**Recitals**

- A. On December 1, 1998, Tenant entered into a lease (“**Lease**”) with El Portal, LLC (the “**Original Landlord**”) for a portion of the building (“**Building**”) more commonly known as 2300 El Portal Drive (formerly 1510 International Marketplace) in the City of San Pablo (“**Premises**”). On December 18, 2001, the Original Landlord sold the Building to the Redevelopment Agency of the City of San Pablo (the “**Successor Landlord**”).
- B. On June 2, 2006, Tenant entered into a First Amendment to Lease with the Successor Landlord wherein for considerations given to Tenant, Tenant agreed to change the location of the Premises to an area within the Building known as Suite B. The Premises consists of 5,259 square feet of office space and 571 square feet of common area, for a total of 5,830 square feet.
- C. On December 6, 2006, the Successor Landlord sold the Building to Signature Properties at Abella, LLC (“**Signature**”), and Signature, pursuant to a Grant Deed dated and recorded on February 9, 2011, transferred the Building to College Center Retail, LLC (“**College Center**”).
- D. On August 22, 2013, College Center sold the Building to the Landlord.
- E. Landlord and Tenant desire to amend the Lease in accordance with the terms and conditions contained in this Second Amendment.

The parties therefore agree as follows:

**Agreement**

- 1. Capitalized terms not defined in this Second Amendment have the meanings ascribed to them in the Lease.

2. Section **A.5. EXTENSION** is deleted in its entirety and replaced with the following:

**A.5. EXTENSION**: This Lease may, at the option of the Tenant, be extended on the same terms and conditions, except the rent will be adjusted as follows:

- a. First Option: For a five (5) year term, commencing July 1, 2004 and ending June 30, 2009 at a rental of \$8,162.00 per month.
- b. Second Option: For a five (5) year term, commencing July 1, 2009 and ending June 30, 2014, at a rental of \$9,386.00 per month.
- c. Third Option: For a five (5) year term, commencing July 1, 2014 and ending June 30, 2019, at the following rental per month:

July 1, 2014 through December 15, 2014	\$ 0.00
December 16, 2014 through December 31, 2014	\$4,597.50
January 1, 2015 through June 30, 2019	\$9,195.00

In consideration of Tenant exercising the Third Option, Landlord will give Tenant five and one half (5 ½) months of rent abatement beginning July 1, 2014 through December 15, 2014, as noted above. Tenant shall, at its expense, paint the interior walls of the Premises, and install new carpet tiles in the Premises using Tandus Flooring; Aftermath II - 03026; color: Russet 23507. Upon the signing of this Amendment, Tenant is exercising the Third Option.

- d. Fourth Option: For a five (5) year term, commencing July 1, 2019 and ending June 30, 2024, at a rental of \$10,400.00 per month.

It is understood and agreed Tenant shall give Landlord thirty days prior written notice of its intention to exercise any option to extend this Lease. However, in the event Tenant does not give such written notice, its right to exercise any option before termination of the Lease shall not expire until fifteen working days after receipt of Landlord's written demand to exercise or forfeit said option.

3. Section **B.12 PERILOUS CONDITIONS**: is added to the Lease as follows:

**B.12 PERILOUS CONDITIONS**: If the County's Public Works Director becomes aware of a perilous condition on the Premises that, in his or her reasonable opinion, threatens the health and safety of Tenant employees and/or invitees (a "**Perilous Condition**"), the Public Works Director, or his or her designee, will immediately notify Landlord of such Perilous Condition and Landlord shall use best efforts to immediately eliminate the Perilous Condition.

Landlord shall immediately address any condition reasonably constituting an emergency, whether Landlord learns of the condition through Tenant or otherwise.

If Landlord fails to address a Perilous Condition within twenty-four (24) hours after Tenant's notice or to immediately address an emergency situation, Tenant may attempt to resolve the Perilous Condition or emergency situation. Landlord shall reimburse Tenant for any costs incurred by Tenant in addressing the Perilous Condition or emergency situation promptly upon receipt of Tenant's invoice.

[The remainder of this page if left blank]

4. All other terms of the Lease remain unchanged. If any provisions of the Lease is inconsistent with a provision of this Second Amendment, the terms of the Second Amendment will control.

The parties are executing this Second Amendment as of the day and year first above written.

**TENANT**

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: \_\_\_\_\_  
Julia R. Bueren  
Public Works Director

**RECOMMENDED FOR APPROVAL:**  
JULIA R. BUEREN, Public Works Director

By: \_\_\_\_\_  
Karen Laws  
Principal Real Property Agent

By: \_\_\_\_\_  
Dave Silva  
Senior Real Property Agent

**APPROVED AS TO FORM:**  
SHARON L. ANDERSON, County Counsel

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

**LANDLORD**

CC SAN PABLO LIMITED PARTNERSHIP, a California limited partnership

By: L.A.-San Pablo Properties, Inc.,  
a California corporation, it's General Partner

By: \_\_\_\_\_  
Todd Okum  
General Partner

By: \_\_\_\_\_  
Bruce Goren  
General Partner