

Second Amendment to Lease
150 Alamo Plaza, Suites B and C
Alamo, California

Contra Costa County Sheriff-Coroner

This second amendment to lease is dated March 31, 2015 and is between 230 Alamo Plaza, LLC, a California 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 September 19, 2006, as amended on March 27, 2012 (the “**Lease**”), under which the County is leasing approximately 3,000 square feet consisting of Suites B and C in the building located at 150 Alamo Plaza, Alamo, California.
- B. On December 31, 2014, the parties agreed to extend the Lease on a month-to-month basis.
- C. The parties desire to amend the Lease to extend the term, revise the rent, change address information in the notices section, add additional language to the common area – maintenance reimbursement section, and change language in the property tax section of the lease.

The parties therefore agree as follows:

Agreement

- 1. Paragraph A.3. Term is deleted in its entirety and replaced with the following:
A.3. Term: The term (“**Term**”) of this Lease begins on October 1, 2006, and ends December 31, 2019. County has no renewal options under this Lease. The Premises are leased in their “AS IS” condition, and Lessor has no obligation to provide or to fund any tenant improvements.
- 2. Paragraph A.4. Rent is deleted in its entirety and replaced with the following:
A.4. Rent: County shall pay to Lessor as rent (“**Rent**”) for the use of the Premises a monthly rent as follows:
 - 1. FIFTEEN THOUSAND ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$15,120.00) for the month commencing October 1, 2006 and ending October 31, 2006.
 - 2. SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) per month commencing November 1, 2006 and ending September 30, 2007.

3. SIX THOUSAND ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$6,180.00) per month commencing October 1, 2007 and ending September 30, 2008.
4. SIX THOUSAND THREE HUNDRED SEVENTY AND NO/100 DOLLARS (\$6,370.00) per month commencing October 1, 2008 and ending September 30, 2009.
5. SIX THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$6,560.00) per month commencing October 1, 2009 and ending September 30, 2010.
6. SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$6,750.00) per month commencing October 1, 2010 and ending December 31, 2012.
7. SIX THOUSAND NINE HUNDRED FIFTY-TWO AND NO/100 DOLLARS (\$6,952.00) per month commencing January 1, 2013 and ending December 31, 2013.
8. SEVEN THOUSAND ONE HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$7,161.00) per month commencing January 1, 2014 and ending December 31, 2014.
9. SEVEN THOUSAND THREE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$7,376.00) per month commencing January 1, 2015 and ending December 31, 2015.
10. SEVEN THOUSAND FIVE HUNDRED NINETY-SEVEN AND NO/100 DOLLARS (\$7,597.00) per month commencing January 1, 2016 and ending December 31, 2016.
11. SEVEN THOUSAND EIGHT HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$7,825.00) per month commencing January 1, 2017 and ending December 31, 2017.
12. EIGHT THOUSAND SIXTY AND NO/100 DOLLARS (\$8,060.00) per month commencing January 1, 2018 and ending December 31, 2018.
13. EIGHT THOUSAND THREE HUNDRED TWO AND NO/100 DOLLARS (\$8,302.00) per month commencing January 1, 2019 and ending December 31, 2019.

The total monthly Rent is payable in advance, without notice or demand, on the tenth (10th) day of each month during the Term of this Lease. Payments are to be mailed to: 230 Alamo Plaza, LLC, P. O. Box 66, Rodeo, CA 94572, or such other place as Lessor may designate in writing from time to time.

3. Paragraph A.6. Notices is deleted in its entirety and replaced with the following:

A.8. Notices: All notices given hereunder shall be in writing and shall be deemed to have been given if personally delivered, sent by nationally-recognized overnight courier services, or deposited in the United States mail postage prepaid, certified or registered, return receipt requested, and addressed to the other party as follows, or as otherwise designated by written notice hereunder from time to time:

To Lessor: c/o Colliers International
1850 Mt. Diablo Boulevard, Suite 200
Walnut Creek, CA 94596
Attention: Alamo Plaza Property Manager

With a copy to: Invesco Real Estate
2001 Ross Avenue, Suite 3400
Dallas, TX 75201
Attention: Alamo Plaza Asset Manager

To County: Contra Costa County
Public Works Department
Attn: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553

4. Paragraph C.7. Common Area – Maintenance Reimbursement is deleted in its entirety and replaced with the following:

C.7. Common Area – Maintenance Reimbursement: County agrees to reimburse Lessor for County's share of the actual costs incurred by Lessor for insuring the Shopping Center, in lighting the common areas, in keeping same striped, clean, and cleared of all debris, including snow and ice, and in maintaining the common area in good repair, excluding, however, the costs of any capitalized improvements or additions to the common area. County shall so reimburse Lessor after receipt of satisfactory evidence of said costs and the amount due from County, on a monthly basis concurrently with Rent. County's share ("**Proportionate Share**") shall be a fraction of said costs, the numerator of which fraction shall be 3,000 square feet, which is the area of the leased Premises, and the denominator of which fraction shall be as follows: (i) for common area maintenance charges, 197,688 square feet, (ii) for liability insurance, 140,548 square feet, and (iii) property insurance, 113,264 square feet. County's Proportionate Share may change from time to time as the leasable square footage and/or configuration of the Shopping Center is changed.

County acknowledges that it is responsible for the payment of its Proportionate Share of costs incurred by Lessor for property insurance premiums, as provided above. County and Lessor acknowledge that Lessor has failed to bill County, and County has not paid, its Proportionate Share of property insurance costs in prior years. Lessor

hereby waives any claim Lessor may have to collect County's Proportionate Share of property insurance for any prior years of the Term through and including calendar year 2013. Effective January 1, 2014 and thereafter throughout the remainder of the Term of this Lease (as hereby extended), County shall be responsible for payment of its Proportionate Share of property insurance costs. County's Proportionate Share of property insurance for calendar year 2014, which have not been paid by County, will be billed to County by Lessor in conjunction with Lessor's annual reconciliation of common area costs during the first quarter of 2015, and County shall pay any amounts due to Lessor based on such reconciliation, including County's Proportionate Share of property insurance costs for 2014, within thirty (30) days of receipt of a billing therefor.

5. Paragraph C.9. Property Taxes is deleted in its entirety and replaced with the following:

C.9. Property Taxes: County shall pay to Lessor within thirty (30) days after being requested to do so by Lessor during the Term, as additional rent, County's share of any real property taxes, assessments and levies, excluding any leasable square feet of any building separately assessed or parceled for which one hundred percent (100%) of the taxes are paid by any tenant or occupant of such building(s) or parcel(s). County's share of real property taxes is based on a fraction, the numerator of which is 3,000 square feet and the denominator of which is 126,746 square feet. County's share of real property taxes may change from time to time as the leasable square footage of the tax parcel is changed. At Lessor's option, County shall pay County's share of real property taxes on a monthly basis concurrently with Rent.

It is understood that during the last year of occupancy, the taxes will be prorated between Lessor and County according to the number of full months the County shall have possession of the Premises.

6. All other terms of the Lease remain unchanged.

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Lessor and County are causing this Second Amendment to Lease to be executed as of the date set forth in the introductory paragraph.

COUNTY

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

By _____
Julia R. Bueren
Public Works Director

LESSOR

230 ALAMO PLAZA, LLC, a California limited liability company
By: Invesco Advisors, Inc., Manager

By _____
Kevin Johnson
Assistant Vice President

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

By _____
Karen Laws
Principal Real Estate Agent

By _____
Steven B. Van Horn
Senior Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, County Counsel

By _____
Kathleen M. Andrus
Deputy County Counsel