

First Amendment to Lease

This first amendment is dated April 21, 2015 and is between LIPPOW DEVELOPMENT CO., a California corporation ("**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 January 20, 2015, under which the County is leasing approximately 6,320 square feet in the building commonly known as 611 Las Juntas Street, Martinez, California (the "**Lease**").

B. The parties desire to modify the term of the Lease and the corresponding rent payment dates.

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 1 year and 9 months, commencing on February 1, 2015 (the "**Commencement Date**") and ending October 31, 2016.
- b. Renewal Terms. This lease will automatically renew for one year (each year, a "**Renewal Term**") for up to eight additional years on all the terms and conditions set forth herein, unless the County issues a written notice of nonrenewal to Lessor at least ninety (90) days prior to the expiration of the Term. 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 pursuant to the following schedule beginning on the Commencement Date. Rent is payable on the tenth (10th) day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:

- a. Initial Term Rents.
 - i. \$3,160.00 per month beginning February 1, 2015, and ending January 31, 2016.

- ii. \$4,740.00 per month beginning February 1, 2016, and ending October 31, 2016.
- b. Renewal Term Rents. If the Term of this lease is extended in accordance with Section 2.b. Renewal Terms, the Rent payable for the Renewal Terms will be as follows:
 - i. \$6,320.00 per month beginning November 1, 2016, and ending October 31, 2017.
 - ii. \$6,446.00 per month beginning November 1, 2017, and ending October 31, 2018.
 - iii. \$6,575.00 per month beginning November 1, 2018, and ending October 31, 2019.
 - iv. \$6,707.00 per month beginning November 1, 2019, and ending October 31, 2020.
 - v. \$6,841.00 per month beginning November 1, 2020, and ending October 31, 2021.
 - vi. \$6,978.00 per month beginning November 1, 2021, and ending October 31, 2022.
 - vii. \$7,117.00 per month beginning November 1, 2022, and ending October 31, 2023.
 - viii. \$7,260.00 per month beginning November 1, 2023, and ending October 31, 2024.

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. The total monthly Rent is payable, in advance, on the tenth (10th) day of each month during the Term of this lease.

All Rent and other payments due to Lessor pursuant to this lease are to be mailed to Lessor c/o Windsor Management LLC, 250 Lafayette Circle, Suite 100, Lafayette, CA 94549, or to such other address as may be designated by Lessor from time to time.

- 3. All other terms of the Lease remain unchanged.

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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

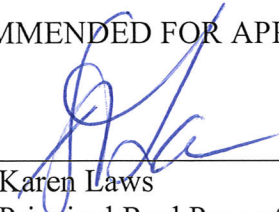
LIPPOW DEVELOPMENT CO., a
California corporation

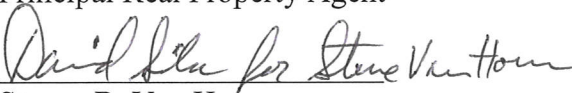
By: _____
Julia R. Bueren
Director of Public Works

By: _____
Larry Lippow, President/CEO


By: _____
Richard Kirkham
Secretary/Treasurer

RECOMMENDED FOR APPROVAL:

By: _____
Karen Laws
Principal Real Property 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

SVH:mr

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