

## FIFTH AMENDMENT TO LEASE

This fifth amendment (“**Amendment**”) is dated March 12, 2019, and is between Nancy Weil, Trustee of the Nancy Weil Price Trust; Julius Aires, Trustee of the Julius Aires Trust Agreement dated November 15, 2005; Nina Weil, Trustee of the Nina Weil Trust Agreement dated October 19, 2005; Thomas M. Kasten and Kendra L. Kasten, Trustee of the Kasten Family Trust Agreement dated November 5, 2001; Charles Lawrence Marks and Gladys Monroy Marks, Trustees of the Marks Family Trust dated May 14, 1999; Alexander R. Lithgow and Karen V. Lithgow, Trustees of the Lithgow 1996 Revocable Trust dated July 10, 1996, (collectively, the “**Landlord**”) and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

### RECITALS

A. The Landlord and the County are parties to a lease dated April 27, 1999, as amended by a First Amendment to Lease dated July 14, 1999, a Second Amendment to Lease dated January 24, 2006, a Third Amendment to Lease dated December 6, 2011, and a Fourth Amendment to Lease dated November 4, 2014, under which the County is currently leasing Suites 200, 220A and 220B, consisting of approximately 13,995 square feet, in the building commonly known as 2120 Diamond Boulevard, Concord, California (the “**Lease**”).

B. Among other things, the parties desire to amend the Lease to modify the definition of Premises to exclude Suite 220A and Suite 220B and to include Suite 100, resulting in the Premises consisting of Suite 100 and Suite 200 and approximately 16,897 square feet. As part of this Amendment, Landlord is agreeing to construct tenant improvements in Suite 100 as described in this Amendment.

C. With this Amendment the parties also (i) extending the term of the Lease through December 31, 2029, and (ii) modifying Monthly Rent to reflect the change in the definition of Premises and the extension of the term.

The parties therefore agree as follows:

### AGREEMENT

1. This Amendment goes into effect on the day it is fully executed by both parties; provided, however, the terms of this Fifth Amendment that relate to redefining the Premises and modifying the Monthly Rent go into effect on the Effective Date, as defined below.
2. At its sole cost and expense, Landlord shall construct tenant improvements in Suite 100 and Suite 200 in accordance with the construction documents set forth in Exhibit E attached to this Fifth Amendment (the “**Final Plans**”) (such improvements, the “**Tenant Improvements**”). Landlord shall cause the Tenant Improvements to be constructed by well-trained, adequately supervised workers, in a good and workmanlike manner, free

from design, material and workmanship defects in accordance with the Final Plans and all applicable laws and restrictions. Landlord shall use commercially reasonable efforts to (i) complete the Tenant Improvements in Suite 100 by April 1, 2019, and (ii) complete the Tenant Improvements in Suite 200 by August 1, 2019. With respect to both Suite 100 and Suite 200:

- a. Upon Landlord's completion of the Tenant Improvements, Landlord shall give written notice thereof to the County's Real Estate Division. County shall inspect the premises within five (5) business days after receiving the notice and will accept or conditionally accept the Tenant Improvements upon completion of the inspection. Conditional acceptance constitutes acceptance. Acceptance does not constitute a waiver of any warranty or duty with regard to workmanship or material of the Tenant Improvements.
  - b. If the County conditionally accepts the Tenant Improvements, County shall provide Landlord with a list of items of work requiring correction, replacement, or completion (a "punch list"). Landlord shall cause all of the items on the punch list to be completed, corrected, or replaced as required within thirty (30) days of receipt of the punch list. If the punch list items are not completed, corrected, or replaced within thirty (30) days, the County may contract to complete the punch list items. The cost incurred by the County to correct the punch list items is to be paid by Landlord within ten (10) days of written demand from the County. In the alternative, the County may deduct the cost of such corrections from monies owned to Landlord.
3. The County is responsible for all costs associated with the removal of furniture and equipment from Suite 200, and the reinstallation of such furniture and equipment, in order to allow Landlord to construct the Tenant Improvements in Suite 200.
  4. The "**Effective Date**" of this Fifth Amendment is the day immediately following the day the City of Concord issues a certificate of occupancy, or equivalent document, following the completion of the Tenant Improvements in Suite 100. To create a record of the Effective Date, Landlord, or Landlord's authorized representative, shall execute a Confirmation of Effective Date in substantial conformity with Exhibit F attached to this Fifth Amendment and deliver such confirmation to the County.
  5. The Basic Lease Provisions are deleted in their entirety and replaced with the following:
    - a. Building Address: 2120 Diamond Boulevard, Concord California
    - b. Suite Numbers: Suite 100 and Suite 200 (together, the "**Premises**")  
Rentable Area: 16,897 square feet
    - c. Total Rentable Area of Building: 27,219 square feet  
County's Building Expense Percentage: N/A

d. Monthly Rental Rate:

Effective Date – December 31, 2019 is \$1.55 per square foot  
January 1, 2020 – December 31, 2020 is \$1.85 per square foot  
January 1, 2021 – December 31, 2021 is \$1.91 per square foot  
January 1, 2022 – December 31, 2022 is \$1.96 per square foot  
January 1, 2023 – December 31, 2023 is \$2.02 per square foot  
January 1, 2024 – December 31, 2024 is \$2.08 per square foot  
January 1, 2025 – December 31, 2025 is \$2.14 per square foot  
January 1, 2026 – December 31, 2026 is \$2.21 per square foot  
January 1, 2027 – December 31, 2027 is \$2.28 per square foot  
January 1, 2028 – December 31, 2028 is \$2.34 per square foot  
January 1, 2029 – December 31, 2029 is \$2.41 per square foot

e. Monthly Rent:

Effective Date – December 31, 2019 is \$26,190.35  
January 1, 2020 – December 31, 2020 is \$31,259.45  
January 1, 2021 – December 31, 2021 is \$32,197.23  
January 1, 2022 – December 31, 2022 is \$33,163.15  
January 1, 2023 – December 31, 2023 is \$34,158.05  
January 1, 2024 – December 31, 2024 is \$35,182.79  
January 1, 2025 – December 31, 2025 is \$36,238.27  
January 1, 2026 – December 31, 2026 is \$37,325.42  
January 1, 2027 – December 31, 2027 is \$38,445.18  
January 1, 2028 – December 31, 2028 is \$39,598.54  
January 1, 2029 – December 31, 2029 is \$40,786.49

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.

f. Term: Thirty (30) years, nine (9) months

g. Commencement Date: April 1, 1999

h. Expiration Date: December 31, 2029

i. Option to Renew: County has the option to extend the lease for an additional five year term at the then agreed upon rental rate and upon all the terms set forth herein, provided the County is not in default beyond any applicable cure periods as of the date the County gives notice to the Landlord of its election to extend the Lease. Upon the commencement of an extension term, all references to the "term" of this Lease will be deemed to mean the term as extended pursuant to this Section.

The County shall give Landlord one hundred eighty (180) days prior written notice of its intention to exercise any option to extend the term of this Lease; provided, however, that in the event the County does not give such written notice, its right to exercise any option to extend the term will not expire until fifteen (15) working days after receipt of Landlord's written demand to exercise or forfeit the option.

- j. Security Deposit: N/A
- k. Permitted Use: General Office Purposes
- l. Address for notices under this Lease:

Landlord

PCOM  
2600 Central Ave., Suite H  
Union City, CA 94587

County

Contra Costa County  
Attn: Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553

- 6. Landlord warrants that all construction in connection with the Tenant Improvements will be performed in a good and workmanlike manner and that the material, equipment and other Building facilities furnished will be free of defects, latent or patent. Landlord shall, at its sole cost and expense, repair and replace any poor workmanship or defective materials, or defective equipment in Suite 100 and Suite 200, or other building facilities within a reasonable time after written notice thereof, provided the notice is sent by the County within one (1) year of the acceptance of the relevant Tenant Improvements. Landlord's obligations under this paragraph are in addition to and not in limitation of any other obligation of Landlord. Enforcement of contractors' express warranties and guarantees to repair as part of the Construction Documents are in addition to and not in limitation of any other rights or remedies the County may have under the Lease or law or in equity for defective work. Landlord shall provide the following items to County:
  - a. Three (3) copies of any warranties.
  - b. HVAC balance report completed by a licensed company.
  - c. Any other reports or calculations reasonably required by a governmental agency in connection with approvals or permits for the Tenant Improvements.
  - d. Operation and maintenance data manuals meeting the criteria set forth in Exhibit E.
- 7. The County has sixty (60) days from the Effective Date to vacate Suite 220A and Suite 220B. The County is required to remove all furniture and personal belongings and pull all cabling from Suite 220A and Suite 220B. Once vacant, Landlord is

responsible for providing janitorial services to Suite 220A and Suite 220B for them to be left in broom clean condition.

8. In negotiating this lease, Lessor represents itself and the County represents itself. Lessor recognizes and acknowledges that the County is entitled to a real estate commission when it represents itself. Lessor shall pay to County a real estate commission in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the “**County Commission**”). Lessor shall pay one-half of the County Commission upon the full execution of this lease and the remainder on April 1, 2019.
9. Section 14.29 to the Lease (Option to Expand Space) is deleted in its entirety.
10. Exhibit A to the Lease (Floor Plan) is deleted in its entirety.
11. Exhibit B to the Lease (Design Development Documents attached to the Second Amendment) is deleted in its entirety.
12. Exhibit C to the Lease (Construction Documents, mentioned in the Second Amendment but never attached) is deleted in its entirety.
13. All other terms of the Lease remain unchanged.

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Landlord and County are signing this Fifth Amendment as of the date set forth in the introductory paragraph.

**COUNTY**

**LANDLORD**

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

By \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

By \_\_\_\_\_  
Nancy Weil, Trustee of the  
Nancy Weil Price Trust

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Karen A. Laws  
Principal Real Property Agent

By \_\_\_\_\_  
Julius Aires, Trustee of the  
Julius Aires Trust Agreement  
dated November 15, 2005

By \_\_\_\_\_  
Charlotte A. Nelson  
Senior Real Property Agent

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

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

By \_\_\_\_\_  
Nina Weil, Trustee of the  
Nina Weil Price Trust Agreement  
dated October 19, 2005

By \_\_\_\_\_  
Thomas M. Kasten, Trustee of the  
Kasten Family Trust Agreement  
dated November 5, 2001

By \_\_\_\_\_  
Kendra L. Kasten, Trustee of the  
Kasten Family Trust Agreement  
dated November 5, 2001

By \_\_\_\_\_  
Charles Lawrence Marks,  
Trustee of the Marks Family 1999  
Trust dated May 14, 1999

By \_\_\_\_\_  
Gladys Monroy Marks,  
Trustee of the Marks Family 1999  
Trust dated May 14, 1999

By \_\_\_\_\_  
Alexander R. Lithgow,  
Trustee of the Lithgow 1996  
Revocable Trust dated  
July 10, 1996

By \_\_\_\_\_  
Karen V. Lithgow,  
Trustee of the Lithgow 1996  
Revocable Trust dated  
July 10, 1996