

SECOND AMENDMENT TO LEASE

11780 San Pablo Avenue, Suite D,
El Cerrito, CA 94530

This second amendment is dated December 10, 2019, and is between MG GARDEN VIEW APARTMENTS L.P., a California limited partnership; RANCHO POINTE APARTMENTS L.P., a California limited partnership; and, MALIBU TERRACE APARTMENTS L.P., a California limited partnership (the "**Lessor**") and COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "**County**").

Recitals

- A. The Lessor and County are parties to a lease dated January 15, 2008, as amended on July 31, 2012 (the "**Lease**"), under which the County is leasing approximately 2,674 rentable square feet in the building commonly known as 11780 San Pablo Avenue, Suite D, El Cerrito, California.
- B. The parties desire to amend the Lease to, among other things, extend the term, modify rent, include tenant improvements and replace Exhibit B with Exhibit B-1.

The parties therefore amend the Lease as follows:

Agreement

- 1. Section A.3. Term of the lease is deleted in its entirety and replaced with the following:

Term. The "**Term**" of this lease is 17 years, commencing on January 1, 2008 (the "**Commencement Date**"), and ending December 31, 2024.
- 2. Section A.4. of the Lease, Rent, is deleted in its entirety and replaced with the following:

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 Term.
 - a. Four Thousand Nine Hundred Seventeen and No/100 Dollars (\$4,917.00) per month for the period commencing January 1, 2008 and ending December 31, 2008.
 - b. Five Thousand Sixteen Dollars and No/100 (\$5,016.00) per month for the period commencing January 1, 2009 and ending December 31, 2009.

- c. Five Thousand One Hundred Nineteen Dollars and No/100 (\$5,119.00) per month for the period commencing January 1, 2010 and ending December 31, 2010.
- d. Five Thousand Two Hundred Twenty-Four Dollars and No/100 (\$5,224.00) per month for the period commencing January 1, 2011 and ending December 31, 2011.
- e. Five Thousand Eighty Dollars and No/100 (\$5,080.00) per month for the period commencing January 1, 2012 and ending December 31, 2013.
- f. Five Thousand One Hundred Eighty Dollars and No/100 (\$5,180.00) per month for the period commencing January 1, 2014 and ending December 31, 2014.
- g. Five Thousand Two Hundred Eighty-Five Dollars and No/100 (\$5,285.00) per month for the period commencing January 1, 2015 and ending December 31, 2015.
- h. Five Thousand Three Hundred Ninety Dollars and No/100 (\$5,390.00) per month commencing January 1, 2016 and ending December 31, 2017.
- i. Five Thousand Five Hundred Fifty Dollars and No/100 (\$5,550.00) per month commencing January 1, 2018 and ending December 31, 2018.
- j. Five Thousand Seven Hundred Fifteen Dollars and No/100 (\$5,715.00) per month commencing January 1, 2019 and ending December 31, 2019.
- k. Five Thousand Eight Hundred Eighty-Six Dollars and No/100 (\$5,886.00) per month commencing January 1, 2020 and ending December 31, 2020.
- l. Six Thousand Sixty-Three Dollars and No/100 (\$6,063.00) per month commencing January 1, 2021 and ending December 31, 2021.
- m. Six Thousand Two Hundred Forty-Five Dollars and No/100 (\$6,245.00) per month commencing January 1, 2022 and ending December 31, 2022.
- n. Six Thousand Four Hundred Thirty-Two Dollars and No/100 (\$6,432.00) per month commencing January 1, 2023 and ending December 31, 2023.
- o. Six Thousand Six Hundred Twenty-Five Dollars and No/100 (\$6,625.00) per month commencing January 1, 2024 and ending December 31, 2024.

3. Section A.9. of the Lease, Notices, is deleted in its entirety and replaced with the following:

Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: MG Properties, Inc.
10505 Sorrento Valley Road, Suite 300
San Diego, CA 92121
Attn: Chief Operating Officer

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

4. Section C.3. of the Lease, Services by Lessor, is deleted in its entirety and replaced with the following:

- a. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond Lessor's responsibilities under this lease, at County's request, Lessor shall perform such service at County's expense. In performing the service, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor thirty (30) days prior written notice, change the level of service, terminate any or all service, or require that a service be performed by a different contractor.
- b. Janitorial. Lessor shall provide the janitorial services as shown on Exhibit B-1 attached hereto ("**Janitorial Service**"). County shall reimburse Lessor for the full cost of Janitorial Service, up to \$668.79 per month (the "**Monthly Janitorial Service Cost**") beginning January 1, 2020. The Monthly Janitorial Service Cost may increase 3% every January beginning January 1, 2021.
- c. Tenant Improvements. Lessor shall provide the following tenant improvements to the interior of the Premises at its sole cost as soon as possible but in no event later than June 30, 2020:
- i. Interior painting of the Premises in the same or similar colors that currently exist.

- ii. Steam cleaning or other form of deep cleaning of the carpet throughout the interior of the Premises.
- 5. In negotiating this lease amendment, neither Lessor nor County are represented by a real estate broker, and no commission is owed to any broker or County in connection with this lease amendment.
- 6. All other terms of the Lease remain unchanged.


The parties are executing this second amendment as of the date set forth in the introductory paragraph.

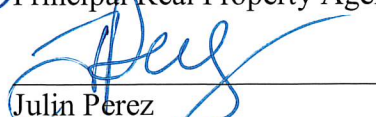
COUNTY OF CONTRA COSTA,
a political subdivision of the State of
California

LESSOR
See signatures on page 5.


By: _____
Brian M. Balbas
Director of Public Works

RECOMMENDED FOR APPROVAL:

By: 
Jessica L. Dillingham
Principal Real Property Agent

By: 
Julin Perez
Senior Real Property Agent

APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

By: 
Kathleen M. Andrus
Deputy County Counsel

Signature of LESSOR:

MG GARDEN VIEW APARTMENTS L.P., a California Limited Partnership

By: Gleiberman Investments, Inc., a California Corporation

its: General Partner

By: 
Paul Kaseburg, Vice President

By: Pacific Housing, Inc., a California Non-Profit Public Benefit Corporation

its: Managing General Partner

By: 
Mark Weise, President

MALIBU TERRACE APARTMENTS L.P., a California Limited Partnership

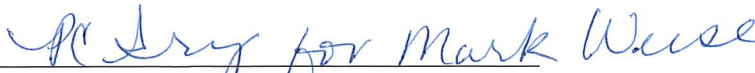
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