

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

Contra Costa County Sheriff-Coroner

This third amendment is dated February 4, 2020 and is between DS PROPERTIES 17 LP, a Delaware limited partnership (successor in interest to 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, and as further amended on March 31, 2015 (the "**Lease**"), under which the County is leasing approximately 3,000 square feet consisting of Suite B and C in the building commonly known as 150 Alamo Plaza, Alamo, California (the "**Premises**").

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 and include a provision for lessor provided tenant improvements to the Premises.

The parties therefore agree as follows:

Agreement

1. Paragraph A.3 Term is deleted in its entirety and replaced with the following:

Paragraph A.3 Term: The term ("**Term**") of this Lease begins on October 1, 2006, and ends December 31, 2024. County has no renewal options under this Lease.

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 October 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.

14. EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$8,700.00) per month commencing January 1, 2020 and ending December 31, 2020.
15. EIGHT THOUSAND NINE HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$8,961.00) per month commencing January 1, 2021 and ending December 31, 2021.
16. NINE THOUSAND TWO HUNDRED THIRTY AND NO/100 DOLLARS (\$9,230.00) per month commencing January 1, 2022 and ending December 31, 2022.
17. NINE THOUSAND FIVE HUNDRED SEVEN AND NO/100 DOLLARS (\$9,507.00) per month commencing January 1, 2023 and ending December 31, 2023.
18. NINE THOUSAND SEVEN HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$9,792.00) per month commencing January 1, 2024 and ending December 31, 2024.

The total monthly Rent is payable in advance, without notice or demand, on the tenth (10<sup>th</sup>) day of each month during the Term of this Lease. Payments are to be mailed to: c/o Donahue Schriber Realty Group, L.P. at P.O. Box 6157, Hicksville, NY 11802-6157, or such other place as Lessor may designate in writing from time to time.

3. Paragraph A.8. 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 Donahue Schriber Realty Group  
200 E. Baker Street, Suite 100  
Costa Mesa, CA 92626  
Attn: Alamo Plaza Property Manager

With copy to: Donahue Schriber  
3501 Del Paso Road, Suite 100  
Sacramento, California 95835  
Attention: Alamo Plaza Property Manager

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

4. In consideration for the County extending the term of the Lease, Lessor shall reimburse County up to \$15,000 for: (i) installation of carpet in a color chosen by the County in the Premises, and (ii) repaint the Premises, using colors selected by the County. Tenant to submit before and after photos with receipts of said work. Work to be completed by May 31, 2020.
5. All other terms of the Lease remain unchanged.

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Lessor and County are causing this third amendment 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: \_\_\_\_\_

Brian M. Balbas  
Director of Public Works

LESSOR:

DS PROPERTIES 17 LP,  
a Delaware limited partnership

By: PROPERTY MANAGEMENT  
DSRG, LLC, a California limited  
liability company, its General Partner

By:  \_\_\_\_\_

Lawrence P. Casey  
President

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_

Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_

Stacey Sinclair  
Senior Real Property Agent

APPROVED AS TO FORM  
SHARON L. ANDERSON, COUNTY COUNSEL

By: \_\_\_\_\_

Kathleen M. Andrus  
Deputy County Counsel