

THIS AMENDMENT TO SUBLEASE, made and entered into this 4<sup>th</sup> day of August 2020, by and between County Of Contra Costa, hereinafter called Sublessor, and the State of California acting by and through the Director of the Department of General Services, hereinafter called the State.

## WITNESSETH:

WHEREAS, under sublease dated April 12, 2005, as amended November 1, 2012, the State hires from Sublessor certain premises located at 4071 Port Chicago Highway, Concord, California, as more particularly described in said sublease; and

WHEREAS, the parties hereto desire to amend said sublease to (1) adjust the square footage; (2) extend the term of the sublease; (3) adjust the monthly rent; (4) supercede the Exhibit "E" titled "Office Quarters"; (5) incorporate the letter extension to the Master Lease as Exhibit "H" and make it part of this Sublease by this reference; and (6) add a paragraph to address California Civil Code §1938.

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1. Effective February 1, 2018, the square footage description in Paragraph 1 of said Sublease is amended to read:

'Approximately 6,622 net usable square feet of office space on the second (2<sup>nd</sup>) floor, consisting of 2,053 net usable square feet of shared space as outlined in green, 3,668 net usable square feet of exclusive space as outlined in red, and 701 net usable square feet of shared common area space on the attached Exhibit "G".

2. Effective February 1, 2018, the ending term of January 31, 2018, as shown in Paragraph 1 of said Sublease Amendment One, is amended to read January 31, 2023.

3. Effective February 1, 2018, the monthly rent payable in Paragraph 3 of said Sublease Amendment One is amended to read:

THIRTEEN THOUSAND ONE HUNDRED ELEVEN AND 56/100 DOLLARS  
(\$13,111.56) from February 1, 2018, through January 31, 2023; and thereafter.

4. Effective February 1, 2018, Exhibit "G" entitled "Office Quarters" dated April 28, 2020, in accordance with Exhibit "B" entitled "Outline Specifications" and Exhibit "C", entitled "State Fire Marshal, Cal-ADA, Access Compliance & Sustainable Measure Procedures", is incorporated into, and supersedes Exhibit "E" dated June 19, 2012 of said sublease.

5. Effective February 1, 2018, the letter extension to the Master Lease entitled Exhibit "H" dated September 7, 2017, is incorporated into said sublease.

6. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:

- have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
- have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).
- have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq." Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the

lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.

**Remainder of Page Intentionally Left Blank**

Except as amended herein, all the terms of said lease hereinabove referred to shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment to Lease has been executed by the parties hereto on the date first above written.

STATE OF CALIFORNIA

LESSOR

Approval Recommended

DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION  
ASSET MANAGEMENT BRANCH

COUNTY OF CONTRA COSTA, A POLITICAL  
SUBDIVISION OF THE STATE OF CALIFORNIA

By \_\_\_\_\_  
CLYDE STORMONT, Real Estate Officer  
Real Estate Leasing and Planning Section

By \_\_\_\_\_  
BRIAN M. BALBAS, Director of Public Works

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved

RECOMMENDED FOR APPROVAL

DIRECTOR OF THE DEPARTMENT  
OF GENERAL SERVICES

By \_\_\_\_\_  
JESSICA L. DILLINGHAM, Principal Real  
Property Agent

Date \_\_\_\_\_

By \_\_\_\_\_  
BRIAN HENSLEY, Leasing Manager  
Real Estate Leasing and Planning Section

By \_\_\_\_\_  
STACEY SINCLAIR, Senior Real Property  
Agent

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM,  
SHARON L. ANDERSON, COUNTY COUNSEL

By \_\_\_\_\_  
KATHLEEN M. ANDRUS, Deputy County  
Counsel

Date \_\_\_\_\_