

## First Amendment to Lease

Employment and Human Services Department  
300, 400, 500 Ellinwood Way,  
Pleasant Hill, California

This first amendment to lease ("**First Amendment**") is dated September 3, 2020, and is between PLEASANT HILL CA I SGF, LLC, a Delaware limited liability company (the "**Lessor**") and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "**County**").

### Recitals

- A. Lessor, as successor-in-interest to Ellinwood Office Partners, LLC, is the owner of the buildings located at 300, 400, and 500 Ellinwood Way, Pleasant Hill, California (the "**Buildings**").
- B. Lessor and County are parties to a lease dated February 14, 2008, under which the County is leasing the Buildings from Lessor (the "**Lease**"). The parties desire to amend the Lease to, among other things, extend its initial term through September 30, 2035. In addition to the initial term, the Lease gives the County two ten-year extension options.
- C. The real property on which the Buildings are located is described in Exhibit A to the Lease (the "**Property**").

The parties therefore amend the Lease as follows:

### Agreement

- 1. **Final Completion Date.** The "**Final Completion Date**" is September 14, 2008.
- 2. Section A.3., Term, is deleted in its entirety and replaced with the following:
  - A.3. **Term:** The "**Term**" of this Lease is comprised of an Initial Term and, at County's election, Option Periods, as defined in Section A.6., Extension. The "**Initial Term**" begins September 15, 2008 (the "**Commencement Date**") and ends September 30, 2035 (the "**Expiration Date**").
- 3. Section A.4., Rent, is deleted in its entirety and replaced with the following:
  - A.4. **Rent:** County shall pay the following amounts to Lessor each month (the "**Base Rent**"):

September 15 - September 30, 2008	\$ 26,256
-----------------------------------	-----------

October 1 – October 31, 2008	\$196,732
November 1, 2008 – August 31, 2018	\$236,040
September 1, 2018 – August 31, 2023	\$290,930
September 1, 2023 – August 31, 2028	\$334,850
September 1, 2028 – August 31, 2033	\$368,335
September 1, 2033 – September 30, 2035	\$405,170

County is to mail Monthly Rent Payments, as defined below, to Lessor as follows, or to such other address designated by Lessor upon written notice to County:

Pleasant Hill CA I SGF LLC  
C/O: Cushman & Wakefield, Attn Debbie Pyke  
575 Maryville Center Dr., STE 500 (MS – Asset Services)  
St. Louis, MO 63141

Base Rent and monthly estimated payments of Lessor's Operating Expenses as specified in Section A. 11 Lessor's Operating Expenses/Reimbursement (together, "**Monthly Rent Payments**") are due monthly in advance on the first day of each month during the Term of this Lease, prorated as necessary. Monthly Rent Payments are considered "late" if not received by Lessor on or before the tenth day of each month. If any Monthly Rent Payment is not received by Lessor on or before the tenth day of the month, and Lessor has provided County with a written notice that the payment has not been received and is, therefore, late, County shall pay a penalty to Lessor equal to two percent (2%) of the amount deemed to be "late." All i) monies other than Base Rent required to be paid by County hereunder, including, but not limited to, the late charges described in this Section A.4. Rent, ii) any monies spent by Lessor pursuant to Subsection B.16.A. Right of Lessor to Perform County's Covenants, and iii) Lessor's Operating Expenses, as specified in Section A.11., Lessor's Operating Expenses/Reimbursement are considered additional rent ("**Additional Rent**"). "**Rent**" means Base Rent and Additional Rent.

4. Section A.12., Notices, is deleted in its entirety and replaced with the following:
  - A.12. **Notices:** All notices given hereunder shall be in writing and shall be deemed to have been given if personally delivered or deposited in the United States mail postage prepaid, certified or registered, return receipt

requested, or sent by reputable overnight carrier such as Federal Express, and addressed to the other party as follows, or as otherwise designated by written notice hereunder from time to time:

To Lessor: Pleasant Hill CA I SGF, LLC  
C/o Boyd Watterson Asset Management  
One N. Wacker Drive, Suite 4025  
Chicago, IL 60606

Copy To: Pleasant Hill CA I SGF, LLC  
C/o Cushman and Wakefield  
1333 N. California Blvd., Suite 500  
Walnut Creek, CA 94596

To County: Contra Costa County  
Public Works Department  
Attn: Principal Real Property Agent  
40 Muir Road, 2<sup>nd</sup> Floor  
Martinez, CA 94553

Either party may at any time designate in writing a substitute address for the address set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) upon delivery, if personally delivered, (ii) the next business day, if sent by overnight courier, and (iii) three days after being deposited in the United States Postal system.

5. Section C.11., Right of First Offer to Purchase, is deleted in its entirety.
6. **Right of First Refusal**. Provided the County is not then in default under this lease, the County has a right of first refusal ("**Right of First Refusal**") in the event Lessor (i) decides to sell the Property or (ii) receives any unsolicited offer from a third party offering to purchase the Property (a "**Third-party Offer**") during the Term that the Lessor desires to accept. Upon determining to sell the Property or upon receiving a Third-party Offer, Lessor shall present either Lessor's proposed price or the Third-party Offer price, as applicable (the "**Purchase Offer**"), to the County in writing.

In the case of the Lessor desiring to sell the Property without having received an unsolicited Third-party Offer, the County will then have the right to either purchase the Property at Lessor's proposed price, or present Lessor with a counter-offer ("**County's Counter-offer**") within sixty (60) days after the County's receipt of Lessor's Purchase Offer. Upon the presentation of the County's Counter-offer to Lessor, Lessor and the County agree to negotiate in good faith the County's purchase of the Property. If the parties are unable to agree to a price within thirty (30) days from the date County presents Lessor with

County's Counter-offer, Lessor may sell the Property to any third party for any amount greater than County's Counter-offer.

In the event that Lessor receives an unsolicited Third-party Offer to purchase the Property that Lessor desires to accept, Lessor shall present a copy of the written Third-party Offer to the County for its review. The County will then have thirty (30) days to match the terms of the Third-party Offer. If County declines to match the Third-party Offer, Lessor may complete the sale to that third-party at a price at least equal to that Third-party Offer.

If Lessor does not complete the sale to that third-party, then the County retains its Right of First Refusal to any subsequent sale by Lessor.

Lessor's sale of the Property for a price lower than either the County's Counter-offer or the Third-party Offer price is a default of this lease.

The County's Right of First Refusal does not apply to any internal transfers or tax related restructuring.

7. The recitals of this First Amendment are hereby incorporated into the Lease.
8. All other terms of the Lease remain unchanged.

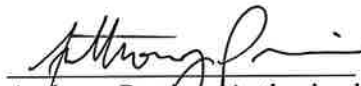
[Signatures on Following Page]

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

Pleasant Hill CA I SGF, LLC  
a Delaware limited liability company

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

By: \_\_\_\_\_  
Anthony Perrino, Authorized Signatory  
Boyd Watterson Asset  
Management, LLC

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Margaret Eychner  
Senior Real Property Agent

APPROVED AS TO FORM  
SHARON L. ANDERSON, COUNTY COUNSEL

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

ME:  
G:\realprop\LEASE MANAGEMENT\PLEASANT HILL\300 ELLINWOOD WAY - T00684\LEASES\2021 Lease  
Amendment\Ellenwood Lease First Amend LLD.docx