

AMENDMENT TO LEASE AGREEMENT
(Chabot-Las Positas Community College District)

This Amendment to Lease Agreement (this “Amendment”) is made and entered into effective as of 3 day of February, 2021 (“Effective Date”) although not necessarily executed on that date, by and between San Ramon Ambulatory Care, LLC, a Delaware limited liability company (“Landlord”) and Chabot-Las Positas Community College District (“Tenant”).

RECITALS

A. Tenant and Landlord entered into that certain Lease Agreement (“Lease”) between San Ramon Ambulatory Care, LLC, a Delaware limited liability company (“Landlord”) and Chabot-Las Positas Community College District, (“Tenant”) for Suite 300, 5860 Owens Drive, Pleasanton, Alameda County, CA with an Effective Date of September 18, 2019, for the Premises more fully described in the Lease, as such Lease is supplemented or affected by: (i) a Letter of Understanding (herein so called) between Landlord and Tenant dated as of September 10, 2020; (ii) a Letter of Escrow Instructions (“Escrow Instructions”) dated as of October 28, 2020 between Landlord, Tenant and Bay Area Escrow Services (“Escrow Agent”); and (iii) AIA Document A101 – 2017 (“Construction Contract”) between Landlord and Envision Construction and Design, Inc., Subchapter S Corporation.

B. Landlord and Tenant have agreed to: (i) increase the Tenant Improvement Cost Estimate from \$2,400,00.00 to \$2,650,000.00; and (ii) abate, forgive, and waive the obligation to pay two (2) months of Base Rent in the amount of \$66,150.00 per month for a total of \$132,300.00, this Base Rent being the Base Rent that had accrued as of January 1, 2021 and February 1, 2021;

C. Capitalized terms used herein will bear the same meaning as is given those terms in the Lease unless otherwise defined herein.

NOW, THEREFORE, for full and fair consideration, the adequacy of which is acknowledged, Landlord and Tenant hereby agrees as follows:

1. The Recitals set forth above are deemed to be true and accurate in all respects and are hereby incorporated into this Amendment by this reference.

2. Regardless of anything to the contrary set forth in Section (5) of the Basic Terms of the Lease or set forth in Section 3 of the Lease governing Base Rent, Landlord hereby agrees to abate, forgive and waive the Tenant obligation to pay two (2) months of Base Rent in the amount of \$66,150.00 per month for a total of \$132,300.00, this Base Rent being the Base Rent that had accrued as of January 1, 2021 and February 1, 2021.

3. The first sentence of Section 3e of Exhibit B to the Lease is hereby deleted and substituted for that is the following:

“Landlord’s estimate for the entire cost of the design and construction (including the LL Fee) of the Tenant Improvements is \$2,650,000, the “Tenant Improvement Cost Estimate”.

4. Landlord and Tenant agree that the Letter of Understanding, Escrow Instructions, and Construction Contract are also hereby amended to conform to these Lease amendments or, if third parties are required to join in any such formal amendment then Landlord and Tenant will cooperate to cause those amendments to be created and executed. Funds required to fund the increase in the Tenant Improvement Cost Estimate will be funded by Tenant to the Escrow Agent pursuant to the Escrow Instructions concurrently with or promptly after this Amendment is fully executed. The Construction Contract will be amended to increase the Contact Sum thereunder. Where applicable, Tenant Improvement substantial completion dates are extended to comport with the current schedule for substantial completion. Except as otherwise set forth herein, the Lease is reaffirmed by Landlord and Tenant.

5. Landlord and Tenant hereby confirm to each other that neither has any existing claims or causes of actions against the other arising out of the Lease and neither has any existing defenses against enforcement of the Lease.

6. This Amendment sets forth the entire agreement of the parties with respect to the subject matter hereof. No amendment, modification, change, waiver or discharge of any provision of this Amendment shall be effective unless evidenced by an instrument in writing and signed by the party against whom enforcement is sought.

7. The parties and all persons signing for the party below represent to each other that this Amendment has been fully authorized and no further approvals are required.

8. This Amendment may be executed in one or more identical counterparts such that when all such counterparts are assembled, they shall constitute a single integrated agreement. PDF and/or facsimile signatures shall be deemed originals.

9. This Amendment shall be governed by the laws of the State of California and any and all disputes hereunder shall be resolved in the state and/or federal courts located in Alameda County, California.

SIGNATURES ON FOLLOWING PAGE

**SIGNATURE PAGE TO AMENDMENT TO LEASE AGREEMENT BY AND
BETWEEN SAN RAMON AMBULATORY CARE, LLC, A DELAWARE LIMITED
LIABILITY COMPANY (“LANDLORD”) AND CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT (“TENANT”)**

LANDLORD:

TENANT:

SAN RAMON AMBULATORY CARE,
LLC, A DELAWARE LIMITED LIABILITY
COMPANY

CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____