

**SECOND AMENDMNT TO
LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the “Second Amendment”) is made and entered into as of this 24th day of MAY, 2021, by and between San Ramon Ambulatory Care, LLC, a Delaware limited liability company (“Landlord/Lessor”) and Chabot-Las Positas Community College District (“Tenant/Lessee”).

WITNESSETH

WHEREAS, San Ramon Ambulatory Care, LLC, a Delaware limited liability company (“Landlord/Lessor”) and Chabot-Las Positas Community College District (“Tenant/Lessee”) entered into that certain Lease Agreement dated September 18, 2019, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the “Agreement”); and 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, as amended on February 3, 2021 (the “First Amendment”) and whereas this lease is hereby amended with this Second Amendment.

WHEREAS, the parties desire to modify certain terms of the Agreement for the mutual benefit of the parties.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, (“Landlord/Lessor”) and (“Tenant/Lessee”) agree as follows:

1. Tenant shall lease an additional approximately Two Hundred and Thirty-Four Square Feet of storage/closet space in the parking garage of the building located at 5860 Owens, Pleasanton, California 94588.
2. Tenant hereby agrees to pay an additional Two Hundred Sixty-Nine and 10/100 dollars (\$269.10) per month with Two Percent (2.0%) increase every Two (2) Years.
3. The expiration date of this storage agreement shall expire with the current lease, which is currently estimated to be January 31, 2030.
4. Either party may terminate this agreement with a Thirty (30) Day written notice and confirmation of receipt of such notice by electronic or written signature.
5. Except as herein provided, the Agreement and all of the terms and conditions contained therein, are hereby ratified and reaffirmed by the parties.
6. This Amendment represents the complete agreement between the parties regarding the subject matter hereof, and no other changes or modifications of the Agreement are

intended nor shall any such other changes or modifications exist. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control to the extent applicable.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first set forth above.

LANDLORD: San Ramon Ambulatory Care, LLC,
a Delaware limited liability company

TENANT: Chabot-Las Positas Community
College District

By: _____
Name: _____
Title : _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

EXHIBIT A
LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”) is entered into as of the later of the dates set forth below the signatures to this Lease (the “**Effective Date**”) between San Ramon Ambulatory Care, LLC, a Delaware limited liability company (“**Landlord**”) and Chabot-Las Positas Community College District, (“**Tenant**”) and, collectively with Landlord, the “**Parties**”.

BASIC TERMS

The following basic terms (the “**Basic Terms**”) are an integral part of this Lease, are referred to throughout this Lease using the terms set forth in the left column below, and are not intended to list all amounts payable under this Lease. In the event of any direct conflict between the Basic Terms and any other provision of this Lease, the Basic Terms will control.

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|---------------------------------------|---|
| (1) Building: | The professional office building located at <u>5860 Owens Drive, Pleasanton</u> (“ Building ”), in <u>Alameda</u> County (“ County ”), <u>California</u> (“ State ”). |
| (2) Premises: | A portion of the Building, consisting of approximately <u>+/- 24,500</u> rentable square feet of office space, located on the <u>Third</u> floor, and designated as Suite <u>300</u> of the Building, as approximately depicted on Schedule 1. If the Premises floor area is based on “rentable square feet”, Tenant acknowledges such measurement may include an unallocated portion of the common area. |
| (3) Term: | <u>Ten (10) year, four (4) month lease term</u> commencing the Lease Commencement Date, as defined in Exhibit B, and expiring <u>(124) full calendar months</u> thereafter (Lease Expiration Date). |
| (4) Rent Commencement Date: | <u>One Hundred twenty (120) days after the Lease Commencement Date</u> , except as otherwise expressly provided in Exhibit B. |
| (5) Base Rent: | <u>\$793,800.00 per year (\$ 66,150.00 per month)</u> , with 3% annual increases to commence on the 65th month of the lease term. |
| (6) Notices and Payments to Landlord: | Any notices to Landlord, and all payments to Landlord under this Lease shall be made payable to and mailed to Landlord at the following address, until changed by notice from Landlord: |

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P.O. Box 845610
Dallas, Texas 75284-5610

Notices to Tenant: 5860 Owens Drive, 3rd floor
Pleasanton, CA
Attention: Julia Dozier

