

FIRST AMENDMENT TO OFFICE BUILDING LEASE

THIS FIRST AMENDMENT TO OFFICE BUILDING LEASE ("First Amendment") is entered into as of the 1st day of September, 2017 (the "Effective Date"), by and between the CITY OF SAN PABLO, a municipal corporation, and/or its assignees (hereinafter collectively referred to as "Lessor"), and LIFELONG MEDICAL CARE, a California Non-Profit Corporation, and/or its assignees (hereinafter collectively referred to as "Lessee").

Recitals

A. On July 6, 2015, Lessor and Lessee entered into that certain Office Building Lease (the "Original Lease") providing for the leasing of certain premises, commonly known as 2023 Vale Road, Suite 107, San Pablo, California, consisting of office space containing approximately 19,170 square feet and associated parking (the "Original Premises").

B. There are now two additional suites (identified as Suite 211 and 214), containing 710 square feet each, available for rent in the building in which the Original Premises are located and the Lessee desires to lease the two additional suites (hereinafter referred to as the "Added Premises"). It is the desire of the parties that the Original Lease be amended to include the Added Premises.

Agreements

NOW, THEREFORE, THE LESSOR AND LESSEE AGREE AS FOLLOWS:

1. Purpose of First Amendment. The purpose of this First Amendment is to provide for the addition of the Added Premises as part of the leased premises.

2. Premises. Section 1.01 of the Original Lease is hereby amended in its entirety to read as follows:

"Section 1.01. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, those certain premises located in the City of San Pablo, State of California, commonly known as 2023 Vale Road, Suite 107, containing approximately 20,590 square feet, and associated parking (the "Premises"). The Premises are more particularly shown on Exhibit A (First Amendment), attached hereto and incorporated herein by this reference, and consist of the Original Premises and the Added Premises as described in the First Amendment to this Lease."

3. Term of Lease. The Lease Term set forth in Section 2.01 of the Original Lease shall be unchanged and applicable to both the Original Premises and the Added Premises.

4. Rent Payments. Section 3.01(a) of the Original Lease is hereby amended in its entirety to read as follows:

"Section 3.01. (a) Commencing on the Effective Date of the First Amendment to this Lease, Lessee agrees to pay to Lessor monthly rent in the following amounts:

(1) For the Original Premises, the sum of THIRTY-EIGHT THOUSAND FOUR HUNDRED FIFTY-TWO AND 07/100THS DOLLARS (\$38,452.07); and

(2) For the Added Premises, the sum of TWO THOUSAND EIGHT HUNDRED FIFTY-FOUR AND 20/100THS DOLLARS (\$2,854.20).

Rent shall be paid in advance on the first day of each month of the Lease Term, provided, however, that there shall be no monthly rent due for the Added Premises for the first month following the Effective Date of the First Amendment to this Lease. Rent for any period during the Lease Term that is for less than one month shall be a prorated portion of the monthly rent. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other person or at such other places as Lessor may designate in writing.

“(b) Commencing on July 1, 2018, and on each subsequent anniversary thereof (in each case an “Adjustment Date”), monthly rent shall be increased by an annual increase as follows:

“Despite any other provision of this paragraph, Base Rent shall be increased by one hundred percent (100%) of the percentage of increase, if any, shown by the Consumer Price Index for All Urban Consumers U. S. City Average, All Items (base years 1982-1984=100) (“Index”), published by the United States Department of Labor, Bureau of Labor Statistics, for the month immediately preceding the Adjustment Date as compared with the Index for the month immediately preceding the Effective Date of the First Amendment to this Lease. Lessor shall calculate the amount of this increase in Base Rent after the United States Department of Labor publishes the statistics on which the amount of the increase will be based. Lessor shall give written notice of the amount of increase, multiplied by the number of installments of rent due under this Lease since the Adjustment Date. Lessee shall pay this amount, together with the monthly rent next becoming due under this Lease, and shall thereafter pay the monthly rent due under this Lease at the increased rate, which shall constitute Base Rent. Lessor’s failure to make required calculations promptly shall not be considered a waiver of Lessor’s rights to adjust the monthly Base Rent due nor shall it affect Lessee’s obligations to pay the increased Base Rent. If the Index is changed so that the base year differs from that in effect on the Effective Date of the First Amendment to this Lease, the Index shall be conveyed in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Lease Term, the governmental index or computation with which it is replaced shall be used to obtain substantially the same result as if the Index had not been discontinued or revised.”

5. Exhibit A. Exhibit A of the Original Lease is hereby amended and replaced in its entirety with “Exhibit A (First Amendment),” attached hereto and incorporated herein by this reference, separately identifying the Original Premises and the Added Premises.

6. Effect of First Amendment. Except as set forth in this First Amendment, all provisions of the Original Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first set forth above.

LESSOR:

CITY OF SAN PABLO

By: _____
MATT RODRIGUEZ, City Manager

LESSEE:

LIFELONG MEDICAL CARE

By: _____
MARTY LYNCH, Executive Director