

**FIFTH AMENDMENT TO LEASE
BRENTWOOD EDUCATION AND BUSINESS CENTER**

This Fifth Amendment to Lease – Brentwood Education and Business Center (the “Fifth Amendment”) is entered into as of _____, 2014 (the “Effective Date”), by and between the City of Brentwood, a municipal corporation (“Landlord”) and Contra Costa Community College District, a public community college district established under the laws of the State of California (“Tenant”).

Recitals

A. Landlord and Tenant entered into that certain Lease – Brentwood Education and Business Center, dated December 19, 2001, for the Tenant’s lease of certain Landlord-owned property defined as the Demised Premises, that certain Amendment No. 1 to Lease dated March 20, 2002, to address parking and janitorial services, that certain Second Amendment to the Lease to add leased premises (the “Additional Demised Premises”) and provide for certain work, that Third Amendment to the Lease to provide for further additional leased premises (the “Third Demised Premises”) and certain work, and that Fourth Amendment to continue the rental rates for the Demised Premises, Additional Demised Premises and Third Demised Premises for the first option period, replace the second five-year option with two one-year options at a fair market rate, and provide for janitorial services during any extended term (collectively, the “Lease”).

B. The parties desire to amend the Lease a fifth time to (1) provide for the lease of an additional 1,817 square feet of property located adjacent to the Third Demised Premises and depicted on Exhibit A-4 attached hereto (the “Fourth Demised Premises”); and (2) provide for Tenant’s work on the Fourth Demised Premises. The Demised Premises, the Additional Demised Premises, the Third Demised Premises and the Fourth Demised Premises may hereinafter be collectively referred to as the “Leased Premises”.

Terms

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the parties agree as follows:

1. Effective Date. This Fifth Amendment shall be effective as of the Effective Date.
2. Amendment of Section 2(b) Regarding Option Rent. Section 2(b) is deleted in its entirety and replaced with the following:

“(b) Option Rent

First Option Period Rent

During the First Option Period, the Rent shall be as follows:

- (i) For the Demised Premises, Rent will continue at the rate calculation defined in Lease Year 10 in Section 2.1.(a), which is currently \$243,000 for fiscal year 2011/12; and
- (ii) For the Additional Demised Premises, consisting of 1,830 square feet, Rent will continue as set forth in Section 2.2, which shall amount to

- \$44,688.60 plus \$4,850.64 in utilities for fiscal year 2011/12, with rates adjusting as set forth in section 2.2 for subsequent years; and
- (iii) For the Third Demised Premises, consisting of 2,692 square feet, Rent will continue as set forth in Section 2.3, which shall amount to \$65,738.64 plus \$7,135.44 in utilities for fiscal year 2011/12, with rates adjusting as set forth in section 2.3 for subsequent years; and
 - (iv) For the Fourth Demised Premises, consisting of 1,817 square feet, Rent shall amount to \$1.44 per square foot per month plus utilities based on 1,817 per square feet, when instruction begins or no later than July 1, 2014 whichever comes first. Beginning fiscal year 2014/15, the Fourth Demised Premises Rent shall be paid semi-annually on January 15 and July 15 of each year. The rent for the Fourth Demised Premises shall be adjusted annually starting on July 1, 2015, based on the Consumer Price Index for the San Francisco Bay Area.

Additional Option Periods Rent

The Rent for the Demised Premises, Additional Demised Premises, Third Demised Premises, and Fourth Demised Premises for the Additional Option Periods shall be Fair Market Rent, as defined below, plus a utilities charge based on the Tenant's proportionate share of the actual cost of utilities."

3. Amendment of Section 32 Regarding Janitorial Services. The second paragraph of section 32 is deleted and replaced with the following:

"For the Term and the First Option Period, Landlord agrees to provide janitorial services for the Demised Premises, Additional Demised Premises, and Third Demised Premises after 10:00 p.m. Monday through Friday but this janitorial service shall be limited to maintaining adequate toilet supplies, cleaning toilet areas, vacuuming once a week the common hallways, cleaning classrooms, and waste paper collection. Additional janitorial services will be provided at Tenant's expense after approval of such services by Tenant. Tenant shall pay for such additional janitorial services as invoiced by Landlord.

Janitorial expenses for the Fourth Demised Premises shall be the responsibility of the tenant.

For the Additional Option Periods, all janitorial services will be provided at Tenant's expense."

4. Amendment of Section 4. Section 4.3 of Amendment three is deleted in its entirety and replaced with the following:

"4.3 Additional, Third Demised Premises, and Fourth Demised Premises Construction Work. Landlord shall deliver the Third and Fourth Demised Premises vacant and in "broom clean" and otherwise "as-is" condition. Tenant's work is as described in Exhibit E-3 and Exhibit E-4, and no other work shall be completed, and Tenant shall diligently pursue work to completion. At expiration or termination of this Lease, Tenant agrees to remove, at Tenant's expense, Tenant's fixtures and those interior and other improvements made by Tenant which Landlord designates in writing not less than 30 days prior to such expiration that Tenant shall be

required to remove, and shall otherwise return the Additional, Third Demised Premises, and Fourth Demised Premises to Landlord in good condition, ordinary wear and tear, damage by casualty, condemnation, act of god and/or failure to make repairs by Landlord excepted. Notwithstanding any provision of this Lease to the contrary, in no event shall Tenant be required to remove any improvements and/or alterations which are incorporated into the building structure and/or enclosed in any exterior or interior wall of the Additional and Third Demised Premises, Landlord shall be permitted to post Notices of Non-Responsibility in connection with completion of Tenant's work by Tenant's contractor and subcontractors at the Additional, Third Demised Premises, and Fourth Demised Premises."

5. The Tenant's Covenants 12 (f) Regarding Insurance Requirements. The fifth Paragraph of section 12 is deleted and replaced with the following:

"Tenant shall annually furnish Landlord with a certificate of all insurance required in this provision of the Lease, showing same to be in full force and effect, and naming Landlord as an additional insured as to liability coverage. In addition, Tenant shall provide hazardous materials insurance coverage including pollution exposure to the Landlord and name the Landlord as additional insured. If Tenant fails to comply with its covenants to maintain insurance as provided herein, Landlord may, at its option, cause such insurance to be issued and, in such event, Tenant agrees to pay the premiums for such insurance promptly upon: Landlord's demand therefor."

6. Lease in Full Force and Effect. Except as amended by this Fifth Amendment, the Lease remains in full force and effect.

Tenant:

Contra Costa Community College District, a public community college district established under the laws of the State of California

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Landlord:

City of Brentwood, a municipal corporation

By: _____
Paul R. Eldredge, City Manager

ATTEST:

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Damien B. Brower, City Attorney