

### **THIRD AMENDMENT TO LEASE**

This THIRD AMENDMENT TO LEASE ("Third Amendment") is made effective September 1, 2020 by and between BALCO PROPERTIES LTD., LLC, a California limited liability company ("Lessor") and City of Fairfield ("Lessee").

### **RECITALS**

- A. Lessor and Lessee are parties to that certain Lease made effective July 15, 2011 pursuant to which Lessor leases to Lessee approximately 7,200 square feet of space at 1891 Woolner Avenue Suite F, Fairfield, CA. 94533. Unless otherwise specified in this Third Amendment, capitalized terms used in this Third Amendment shall have the same meanings as given in the Lease.
- B. Lessor and Lessee desire to exercise the option of the Lease for an additional (5) Five years, commencing September 1, 2020 and expiring August 31, 2025.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

### **AGREEMENT**

- 1. Lease Term: The term of the lease shall be extended for (5) five years, commencing September 1, 2020 and expiring August 31, 2025.
- 2. Base Rent: Lessee shall pay to Lessor as base rent for the Premises, on or before the first day of each month Three Thousand Seven Hundred and Forty-Seven Dollars and Sixty cents (\$3,747.60). Rent will increase 3% annually.

Month 1-12	\$3,747.60
Month 13-24	\$3,860.03
Month 25-36	\$3,975.83
Month 36-48	\$4,095.10
Month 48-60	\$4,217.96

- 3. Modification of Rentable Square Footage for Extended Term; Change to Lessee's Share. The parties acknowledge that the Premises and Building have been re-measured, and commencing on the Renewal Date, and continuing through the Term (as the same has been extended here), the rentable square footage of the Building will be deemed to be 100,348 square feet and the rentable square footage of the Premises will be deemed to be 8,328 square feet, and all such references to the rentable square footage of the Premises and/or of the Building in the Lease shall be deemed modified to reflect such new square footages. In connection with such remeasurements, as of

the Renewal Date, Lessee's Share as set forth in the Lease shall be changed to 8.2991%.

4. Lease Remains in Effect: Except as specifically modified by this THIRD Amendment, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this THIRD Amendment to Lease effective as of the date first set forth above.

LESSOR:  
BALCO PROPERTIES LTD., LLC  
a California limited liability company

DocuSigned by:

By: Reed Westphal

BB76FG62D8448E  
Reed Westphal  
Principal

Date: 10/28/2020

LESSEE:  
City of Fairfield

By: \_\_\_\_\_

Stefan T. Chatwin

Its: City Manager

Date: \_\_\_\_\_