

FIRST AMENDMENT TO COMMERCIAL LEASE
(Napa County Agreement No. 260113B)

This First Amendment to Commercial Lease (the “**Amendment**”) is hereby entered into on this 28th day of April, 2026 (the “**Effective Date**”), by and between Gateway Partners I, LLC, a California limited liability company (“**Landlord**”), and the County of Napa, a political subdivision of the State of California (“**Tenant**” and collectively with Landlord, the “**Parties**”).

RECITALS

- A. Landlord and Tenant entered into that certain Commercial Lease dated September 9, 2025 (the “**Lease**”) for the leasing of those certain premises consisting of approximately 40,000 rentable square feet located at 555 Gateway Drive, Napa, California (the “**Premises**”), as such Premises are more fully described in the Lease;
- B. Tenant has requested certain change orders to the Tenant Improvements to be constructed by Landlord pursuant to the Work Letter Agreement attached as Exhibit “C-1” to the Lease;
- C. Landlord and Tenant now wish to amend the Lease pursuant to the terms, conditions, and provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. **Recitals**: Landlord and Tenant agree that the above recitals are true and correct and are hereby incorporated herein as though set forth in full.
- 2. **Definitions**: Unless otherwise defined in this Amendment, all capitalized terms not defined in this Amendment shall have the meaning set forth in the Lease.
- 3. **Change Orders**: Tenant has requested certain Change Orders to the Tenant Improvements to be performed by Landlord, including the installation of custom metal picket fencing in the parking lot in accordance with the plans approved by the building department (the “**Parking Lot Fencing**”), the description and estimated costs of which are documented in Exhibit A attached hereto.
- 4. **Authorization to Proceed and Incur Change Order TIs Costs**: By executing this Amendment, Tenant hereby authorizes Landlord to proceed with the Parking Lot Fencing, and Tenant acknowledges its responsibility for all costs incurred in connection therewith. Tenant acknowledges that the costs listed in Exhibit A-1 are estimates, and Tenant will be responsible for additional costs related to the Parking Lot Fencing.
- 5. **Timing**: Landlord and Tenant acknowledge and agree that due to delays in processing permits for the Tenant Improvements, the work commenced on March 16, 2026 (“**Start Date**”), and therefore the original estimate of 8 to 12 weeks for construction will be deemed to have

commenced as of the Start Date. The current construction schedule prepared by the contractor (Build Group) is attached hereto as Exhibit B, and Landlord and Tenant both approve of the updated schedule. Notwithstanding the foregoing, due to lead times for ordering the fencing equipment and materials, the fencing work completion may not be completed until after the Premises are delivered to Tenant following substantial completion of the remainder of the Tenant Improvements. Tenant acknowledges and agrees that the Parking Lot Fencing does not need to be completed in order for the Tenant Improvements to be deemed substantially completed (as described in the Lease).

6. **Payment for Parking Lot Fencing:** Tenant acknowledges and agrees that the Parking Lot Fencing constitutes “Tenant Extra Improvements” as described in the Work Letter Agreement. Therefore, Tenant is solely responsible for payment of all costs related to the Parking Lot Fencing. Notwithstanding the terms of the Work Letter Agreement requiring all Tenant Extra Improvements costs to be paid by Tenant within five (5) days following receipt of Landlord’s written demand therefore, the parties agree that the Parking Lot Fencing change order shall be paid in full by Tenant within thirty (30) days following receipt of Landlord’s invoice and written demand therefore.

7. **Amendments to Lease:** In connection with the approval of and installation of the Parking Lot Fencing, Landlord and Tenant agree to the following amendments to the Lease:

A. **Maintenance of the Parking Lot Fencing:** Section 9.1 of the Lease is hereby deleted in its entirety and replaced with the following:

“9.1 **Tenant’s Repairs and Maintenance.** Tenant shall, at Tenant’s expense, maintain in good order, condition and repair, (i) all of Tenant’s personal property, (ii) all other furniture, fixtures and equipment, and (iii) the Parking Lot Fencing, including the replacement of such fencing if desired by Tenant. Tenant shall not enter onto the roof area of the Building. Tenant shall repair any damage to the roof area caused by its entry. Provided that Tenant has maintained the Parking Lot Fencing in good condition and repair, normal wear and tear excepted, Tenant shall have no obligation to remove the Parking Lot Fencing upon the expiration or early termination of the Lease. If the Parking Lot Fencing has not been properly maintained by Tenant, Landlord may require the Parking Lot Fencing to be removed by Tenant upon the expiration or early termination of the Lease.

B. **Relocation of Parking Lot Fencing:** Notwithstanding the Landlord’s right to modify the Common Areas and the parking lot facilities located therein, Landlord and Tenant acknowledge that a modification of the parking lot facilities may require the relocation of Tenant’s Parking Lot Fencing. In such event, Landlord shall be responsible for relocating the Parking Lot Fencing within the Common Areas, at Landlord’s sole cost and expense, and complying with the Tenant’s parking rights as described in Section 7.7 of the Lease.

8. **Effect of Amendment:** Except as modified herein, the terms and conditions of the Lease shall remain unmodified and continue in full force and effect. In the event any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment shall prevail. The terms and provisions of the Lease are hereby incorporated in this Amendment as if set forth herein.

9. **Authority**: Subject to the provisions of the Lease, this Amendment shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors and assigns. Each party hereto and the persons signing below warrant that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this Amendment.

(Signatures to Follow)

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Commercial Lease as of the Effective Date above.

TENANT: COUNTY OF NAPA, a political subdivision of the State of California

By: _____

Name: Amber Manfree

Title: Chair, Board of Supervisors

LANDLORD: GATEWAY PARTNERS I, LLC, a California limited liability company

By: _____

Name: Michael J. DeSimoni

Title: Manager

**APPROVED AS TO FORM
Napa County Counsel**

By: 

Date: 4-20-2024

Doc Title: Lease Amendment

EXHIBIT A

Fencing Tenant Improvements

(Attached)

Build Group Inc.
160 S. Van Ness Ave
San Francisco, California 94103
Phone: 415-777-4070
Fax: 415-543-8249

Project: 7493 - 555 Gateway Drive - 7493
555 Gateway Drive
Napa, California 94558

Prime Contract Change Order Request #001: Fencing and Gates

TO:	Channel Properties 1850 Soscol Avenue, Suite 207 Napa California, 94559	FROM:	Build Group Inc. 1210 Coleman Avenue Santa Clara California, 95050
CHANGE ORDER REQUEST NUMBER / REVISION:	001 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Pending - In Review	CREATED BY:	Martin Navarro (Build Group Inc.)
SCHEDULE IMPACT:		DATE CREATED:	4 /6/2026
		TOTAL AMOUNT:	\$ 285,155.96

CHANGE ORDER REQUEST TITLE: Fencing and Gates

CHANGE ORDER REQUEST DESCRIPTION:
ENTITLEMENT: Client Request / Added Scope

CE #90001 - Fencing and Gates

Per owner request, the following scope will be added to the contract:

Scope of Work

- Site Concrete
 - 539 lf of 6" x 8" mow curb with #3 bar continuous
 - 380 sf of concrete sidewalk
 - 1.5" skin patch over 22 post footings
 - 2 ea concrete wheelstops
- Gate and Fencing
 - 727 lf of 8' black vinyl chainlink, including one (1) 3' wide ADA compliant chain link gate, (1) 8' wide double ADA compliant pedestrian gate including a fixed mullion, and (2) 16' wide single-operated picketed vehicle slide gates
 - 975 lf of trench and recompact landscape at the site for the fence and electrical
 - Sawcut and pour back for the detector loop
 - Fencing and gate layout and staking
- Electrical
 - Power to gates
- Miscellaneous
 - Four (4) steel bollards
 - Foundations for the card reader
 - Concrete pad for gate operators
 - Striping/touch-up at fencing
 - Knox box

Qualifications:

- All work to be performed during regular hours

COR Approval Schedule:

- Submitted Date: 04/06/2026
- Approved Due Date: 04/14/2026
- Estimated Billable Date: 05/30/2026
- Estimated Paid Date: 06/30/2026

Related Documents

- Subcontractor's Backup

Schedule Impact: TBD

Build Group reserves our rights to submit additional change orders for the aforementioned scope in the event that our actual costs incurred exceed the proposal amount. Furthermore, Build Group reserves our rights to submit additional time and time related costs for this change order

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

Owner PCO #	Contract Company	Title	Schedule Impact	Amount
001	Channel Properties	Fencing and Gates		\$285,155.96
Total:				\$285,155.96

CHANGE ORDER REQUEST LINE ITEMS:

Owner PCO # 001

#	Change Event #	Cost Code	Description	Type	Amount
1	90001	09-90-0001.4	J&S Asphalt	Subcontract	\$ 27,380.00
2	90001	09-90-0001.4	Antelope Iron	Subcontract	\$ 186,528.00
3	90001	09-90-0001.4	Ridgeway Electric	Subcontract	\$ 18,861.00
4	90001	09-90-0001.2	trench and recompact landscape at site for fence	Labor	\$ 19,200.00
5	90001	09-90-0001.5	Foundations for card reader	Other	\$ 3,000.00
6	90001	09-90-0001.4	Steel Bollards	Subcontract	\$ 2,800.00
7	90001	09-90-0001.2	Concrete pad for gate operators	Labor	\$ 3,300.00
8	90001	09-90-0001.2	Striping/touch-up at fencing	Labor	\$ 1,000.00
9	90001	09-90-0001.5	Knox box	Other	\$ 990.00
Subtotal:					\$263,059.00
SDI: 1.00%					\$ 2,630.59
GL Insurance: 1.25%					\$ 3,288.24
Builders Risk: 0.65%					\$ 1,709.88
GC Markup: = 5.34%					\$ 14,468.25
Grand Total:					\$285,155.96

Channel Properties
1850 Soscol Avenue, Suite 207
Napa California 94559

Build Group Inc.
1210 Coleman Avenue
Santa Clara California 95050

SIGNATURE

DATE

SIGNATURE

DATE

Build Group Inc.

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Printed On: 4/6/ 2026 02 :10 PM

Johnson & Sampson Construction, Inc. dba J&S Asphalt
 4512 Yankee Hill Court Rocklin, CA 95677
 Phone: 916-624-8855 | Fax: 916-624-8879
 Web: <http://www.jsasphalt.net>
 License: A748240 DIR 100006881



To: Build Group	Phone: 925-588-5398	Date: 04/09/2026
Address: 160 South Van Ness Avenue, San Francisco, Ca, 94103	Fax:	Job Name: Napa County Probation- Child support services
Contact: Marina Rosso	Rqst No: 47316-47691	Address: 555 Gateway Drive, Napa, CA
JS Job #:		

We hereby submit change order:

1. Form & Pour:

- 539-lf of Mow curb. 6" x 8" with #3 bar continuous. \$15,415.00
- 380- Sf. of concrete Sidewalk \$10,868.00
- 1.5" skin Patch over 22 fence posts \$845.00
- 2-ea Concrete wheelstops \$260.00

Total Change \$27,388.00

Exclusions: Landscape, Irrigation, Backfill, Engineering, Testing, Permits, Utilities encountered within 18", Temp access, Construction water, Swppps, Protection, or liability from vandalism, Unsuitable soils.

No.	Date	Status	Amount
1	04/09/2026	Not Approved	\$27388.00



PO Box 7223
 Citrus Heights, Ca 95621
 License #520963
 DIR #1000024361

BID SUBMISSION FORM

ATTENTION: Build Group

Thursday, January 29, 2026

RE: 555 Gateway Dr-GMP Site Fencing

SCOPE:

Est. Qty.	Description		Grand Total
727LF	8' high black vinyl chain link including (1) 3' wide ADA compliant chain link gate, (1) 8' wide double ADA compliant pedestrian gate including a fixed mullion. (2) 16' wide single operated picketed vehicle slide gates.	\$ 99,896.00	
			Total: \$ 99,896
<i>ALTERNATE</i>			
727LF	8' high ornamental iron 3-rail Guardsman Monroe including (1) 3' wide ADA compliant chain link gate, (1) 8' wide double ADA compliant pedestrian gate including a fixed mullion. (2) 16' wide single operated vehicle slide gates.	\$ 186,528.00	
			Total: \$ 186,528

NOTES:

The current **TARIFF** situation has created issues with certain products including shortages of cement and causing delays in manufactured products which may cause scheduling issues for Antelope Iron.

Standard Qualifications:

- 1 This proposal **INCLUDES** prevailing wages & was bid per plans dated 0-0-00, specs sections 000000, & Addenda # 0.
- 2 Due to the volatility of the steel market. Pricing is valid for 30 days from above listed date. Pricing may be subject to change scheduling issues for Antelope Iron.
- 3 This proposal does not include any additional costs to cover the use of GC/Owner online payment management applications such as Textura, GC pay, AIA, etc..
- 4 Where conflicting information arises between plan details & specs, AI bid per plan details.
- 5 This proposal does not include Hot Dip Galvanizing After Fabrication.
- 6 This proposal does not include Buy America or Buy American material.
- 7 If primer is included above, we use a standard light gray PPG fast dry 4190 oil based primer. All other primer is excluded. Paint is excluded
- 8 All items include our standard 1 year warranty.
- 9 If the plan set used to prepare this bid is not deemed "**For Construction**" pricing will need to be rebid for accuracy before a contract can be accepted unless approved by Antelope Iron estimator
- 10 No permits. No permit fees.
- 11 **No demolition. No clearing, grubbing, grading of the fence line. No patching of the AC. No grounding of the fence, No Traffic Control, No Signage. No saw cutting of curbs, or coring of concrete. These are excluded.**
- 12 Antelope Iron, Inc. will stockpile all soil along the fence line. Off haul & disposal of dirt is excluded.
- 13 Fencing / Guard railing does not include bias able panels. If required it will be considered a CCO.
- 14 Staking to be done by GC/Owner (Staking = all end, corner & gate posts)
- 15 Other than noted above, there is no removal of existing fence, no temporary fence or tree fencing.
- 16 Sleeves/Post-pockets by others. Sleeves / Post pockets to be installed plumb and be free from any debris. Fencing will not be installed in existing retaining walls.
- 17 No mow strips, concrete gate track pads, re-bar or retaining walls. No saw-cutting. No core-drilling. No scaffolding.
- 18 Antelope Iron includes one measurement per item. Antelope Iron is not responsible for grade changes after initial measurement. Any grade changes will be treated as a CCO.
- 19 **All post hole digging operations to be done with motorized equipment, i.e. Bobcat / Dandy Digger. If hand digging is required or hydrovac performed on CCO only.**
- 20 GC / Owner to provide clear access along all sides & adjacent to proposed work areas for installation equipment & truck access needed.
- 21 GC/Owner is responsible for all inspections & coordination for such inspections.
- 22 Paint by others.
- 23 AI will provide v-track; concrete work and install of v-track by others. Gate operator pads by others. V-Track will be supplied, to be installed by other



PO Box 7223
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DIR #1000024361

BID SUBMISSION FORM

ATTENTION: Build Group

Thursday, January 29, 2026

RE: 555 Gateway Dr-GMP Site Fencing

- 24 Knox procurement by others. Gate operator pads by others. No Final Keying of cylinders, and no permanent cores (Primus or similar)
- 25 Coring to be completed by GC if posts are to be installed after flat work/concrete. This bid is built to install posts prior to flat work.
- 26 No electrical power, conduits, conductors, or dedicated phone lines, card readers. All access controls installed by others. Gate operators and key pads will be installed, access controls, by others.
- 27 **This proposal is figured for 1 mobilization(s). Addtl mobilization(s) at \$ 1500.00 each. Addtl. Mobilizations will be charged = if we are scheduled on jobsite, we show up & the job is not ready, if we are on the jobsite & are pulled off by GC/Owner at no fault of AI or if additional mobilizations are needed to complete the project due to project scheduling by GC/Owner.**
- 28 On site underground not covered by USA to be located by GC/Owner.
- 29 Engineering Calcs are not included in this bid proposal. If required, it will be considered a CCO & any changes resulting from reengineering differing from contract plans &/or specs will also be considered a CCO.
- 30 No Bond expense. If a bid bond is required it will be considered a CCO. The Bid Bond would include a one year duration, any time beyond one year will be considered an additional CCO.
- 31 Insurance coverage included: GL 1M(2M AG), Auto 1M, & Workers Comp 1M. Any additional insurance will be considered a CCO. If project is under OCIP, we request to separate the workers comp from it & keep our own separate WC policy. In addition on OCIP projects, the maximum apportionment of Antelope Iron's GL SIR/Deductible for the OCIP is equivalent to Antelope Iron's own GL deductible (\$5K) at the time of signing the contract.
- 32 Prior to commencement of construction, a contract containing terms mutually agreeable to both parties shall be prepared and executed. ****This proposal shall be attached to and become a part of the contract. In the event of any inconsistency between such contract and this proposal, the terms of this proposal shall prevail.****

Sincerely,

Name: Scott Fackrell
Job Title: Estimator/Project Manager
(O) 916.726.8854 | (M) 530.409.5873 | (E) Sfackrell@pisorfence.net

Contractor: _____

(Signature) (Date)

(Printed Name & Title)

Your signature will serve as a letter of intent no work will be performed until a contract has been received.



1041 S Claremont St.
 San Mateo, CA 94402
 Office: (650) 344-8716

Additional Work Authorization

Page 1 of 1

To: Build Group			Phone: 415-367-9399	Fax:	Date: 03/31/26
Street Address 160 South Van Ness			Job Name/No.: 555 Gateway		Job #: AWA #1
City: San Francisco	State: CA	Zip:	Street Address: 555 Gateway Dr.		
Attn: Martin			City: Napa	State: CA	Zip:

Per Email request from Martin on 3-30-26 provide a cost for the following:

1) Power to (2) exterior gates. NOTE: This cost was removed from the overall total on signed proposal.

NOTE: Trenching and Saw cutting NOT included and to be done by others.

Total: \$ 18,681.00

ADDITIONAL CHARGE FOR THE ABOVE WORK IS : \$ 18,681.00

Payment will be made as follows:

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Authorizing Signature _____ Date _____

We hereby agree to furnish labor and materials – complete in accordance with the above specifications, at the above stated price.

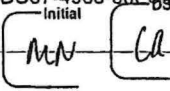
Authorizing Signature _____ Date _____

EXHIBIT B

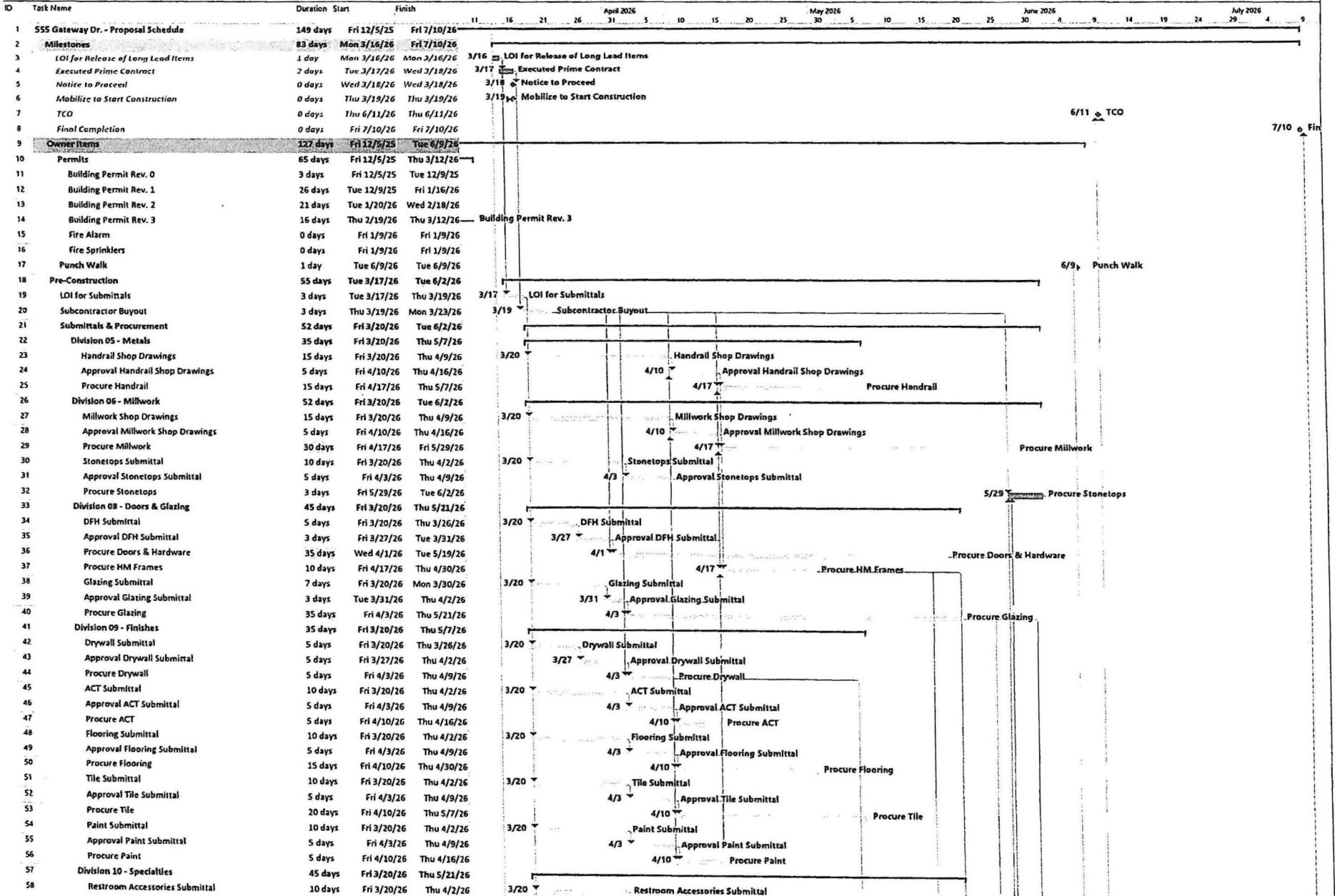
Construction Schedule

(Attached)

BUILDGROUP

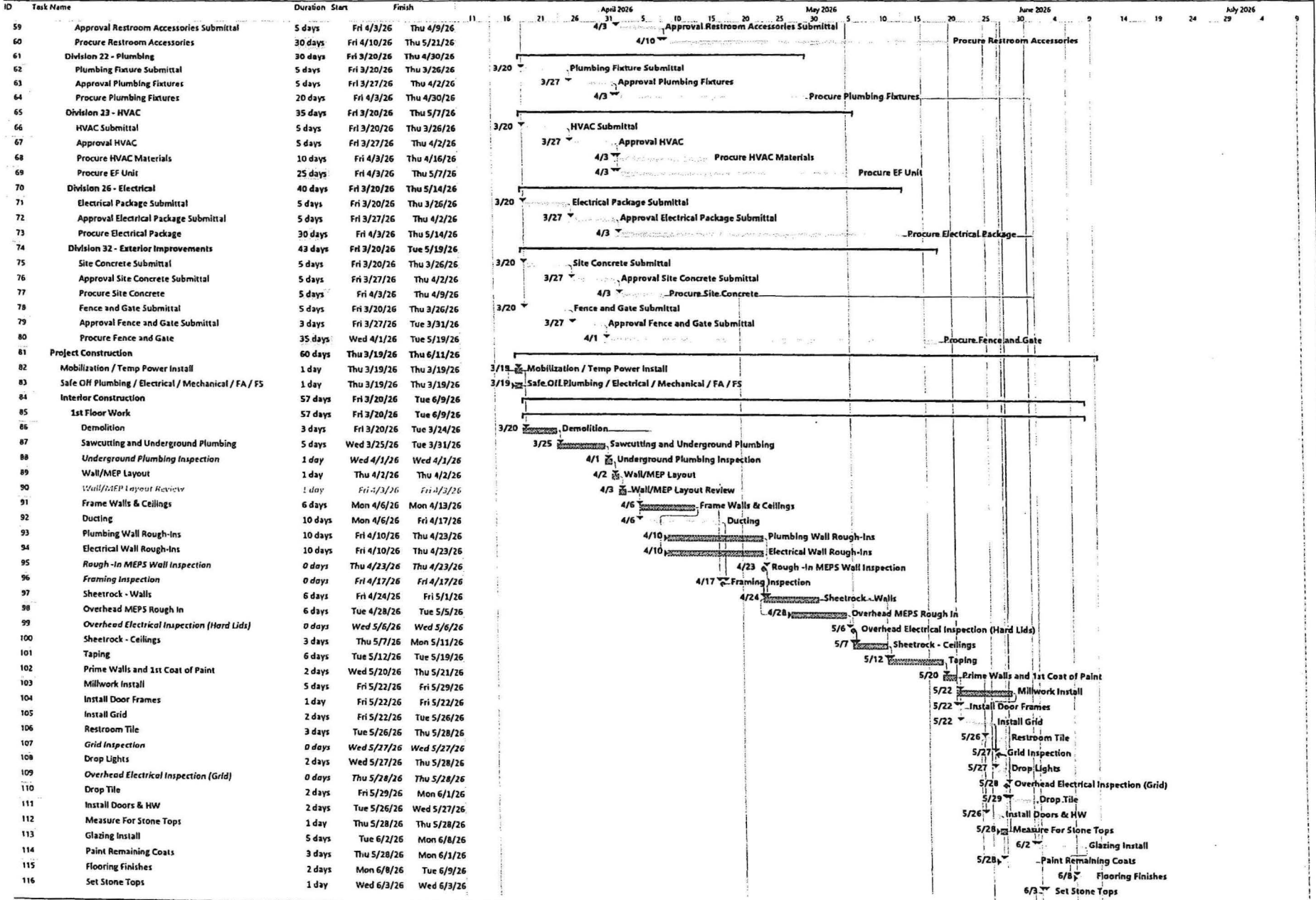
Initial


555 Gateway Drive
 CONSTRUCTION SCHEDULE 03/03/2026



BUILDGROUP

555 Gateway Drive CONSTRUCTION SCHEDULE 03/03/2026



BUILDGROUP

555 Gateway Drive
CONSTRUCTION SCHEDULE 03/03/2026

