

LEASE

Probation
3220 Blume Drive, Suite 250
Richmond, California

This lease is dated June 24, 2025, and is between STG 3220 BLUME, LLC, a Delaware limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”).

Recitals

- A. Lessor is the owner of the building located at 3220 Blume Drive, Richmond (the “**Building**”).
- B. Lessor desires to lease to County and County desires to lease from Lessor a portion of the Building consisting of approximately 11,846 square feet of floor space known as Suite 250 (the “**Premises**”) shown in Exhibit A, and 10 secured, exclusive-use parking stalls and one marked parking space, approximately where shown and marked with a red “X” in Exhibit B, along with the non-exclusive use of 37 parking stalls.

The parties therefore agree as follows:

Agreement

- 1. Lease of Premises. In consideration of the rents and subject to the terms of this lease, Lessor hereby leases to County and County hereby leases from Lessor, the Premises.
- 2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at County’s election, Renewal Terms, each as defined below.
 - a. Initial Term. The “**Initial Term**” is ten years, beginning on the date the Tenant Improvements, as defined below, are completed (the “**Commencement Date**”) and ending ten years later.
 - b. Renewal Terms. County has two options to renew this lease for a term of three years for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth in this lease.
 - i. County will provide Lessor with written notice of its election to renew the lease at least 12 months prior to the end of the Term. However, if County fails to provide such notice, its right to renew the lease will not expire until 15 working days after County’s receipt of Lessor’s written demand that County exercise or forfeit the option to renew.

- ii. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.
3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the fifth day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:

a. Initial Term

<u>Period</u>	<u>Monthly Rent</u>
Months 1 - 12	\$29,615.00
Months 13 - 24	\$30,503.45
Months 25 - 36	\$31,418.55
Months 37 - 48	\$32,361.11
Months 49 - 60	\$33,331.94
Months 61 - 72	\$34,331.90
Months 73 - 84	\$35,361.86
Months 85 - 96	\$36,422.71
Months 97 - 108	\$37,515.40
Months 109 - 120	\$38,640.86

- b. Renewal Terms. Rent for the first year of the first Renewal Term will be at the then-fair market rental value of the Premises and will increase by three percent annually for the second and third years. Rent for the first year of the second Renewal Term will be equal to a three percent increase from the amount of Rent paid in the last month of the third year of the first Renewal Period and then increase three percent annually for the second and third years.

The fair market rental value of the Premises will be established by the mutual agreement of the parties. The parties shall use good faith efforts to establish the fair market value of the rent for the Renewal Term not less than 20 months prior to the commencement of the Renewal Period. If the parties fail to agree on the fair market rental value of the Premises by the date that is 18 months prior to the commencement of the Renewal Period, the parties will engage a real estate appraiser with knowledge of the commercial real estate market in the area to determine the fair market value of the Premises. The parties shall each bear one-half the cost of the appraiser.

- c. Rent for any fractional month will be prorated and computed on a daily basis with each day’s rent equal to one-thirtieth (1/30) of the monthly Rent.
4. Additional Rent. In addition to the Rent set forth above, in each year following the Base Year (defined below), County shall pay Lessor the amounts set forth below (collectively, “**Additional Rent**”). Lessor shall invoice County for any Additional Rent due within 90

days after the end of each calendar year during the Term, beginning in the year that immediately follows the Base Year (defined below). County shall pay the amount so invoiced within 30 days of receipt of the invoice. County has the right, exercisable upon reasonable prior written notice to Lessor, to inspect Lessor's books and records relating to the amounts charged to County as Additional Rent. County shall cause any such inspection to occur within 90 days of receipt of the annual invoice. In the absence of a manifest error in the invoice, County may not withhold payment of the invoice until after the completion of such inspection.

- a. Proportionate Share. For purposes of this lease, "**Proportionate Share**" means the ratio, expressed as a percentage of the square footage of the Premises to the total square footage of the Building. The parties estimate County's Proportionate Share of the Building to be 26.3%.
- b. Base Year. "**Base Year**" means calendar year 2025.
- c. Real Property Taxes. County's Proportionate Share of the Excess Amount of Real Property Tax Expense, as defined below.

"**Excess Amount of Real Property Tax Expense**" means the amount by which Real Property Taxes, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Real Property Taxes in the Base Year.

"**Real Property Taxes**" means and includes all taxes, assessments (amortized over the longest period available to Lessor) levied or assessed upon the Building and the real property upon which it is situated, any state or local business taxes or fees measured by or assessed upon gross rentals or receipts, and other government charges, general and special, including, without limitation, assessments for public improvements or benefits, that are, during the Term of this lease, assessed, levied, and imposed by any governmental authority upon the Building. Real Property Taxes do not include any late fees or penalties, any municipal, county, State, or Federal net income, estate, succession, inheritance, sales, use, or franchise taxes of Lessor or documentary or transfer taxes. Real Property Taxes do not include a tax increase of any kind that results from the transfer, sale, or change in ownership of all or part of the Building (each, a "**Transfer**"); provided, however, Real Property Taxes may include a tax increase that results from a Transfer if the Transfer that triggers the tax increase occurs five or more years after commencement of this lease.

- d. Insurance. County's Proportionate Share of the Excess Amount of Insurance Expense, as defined below.

"**Excess Amount of Insurance Expense**" means the amount by which Insurance, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for the Insurance in the Base Year.

“Insurance” means the All-Risk Property Insurance maintained by Lessor covering the Building, and all improvements thereto for perils including fire and earthquake, if applicable, for an amount equal to full replacement cost; liability and other insurance that Lessor reasonably deems necessary on the Premises or that may be required by Lessor’s mortgagee, including, but not limited to, earthquake, and flood insurance.

5. **Tenant Improvements**. Prior to the Commencement Date, Lessor shall cause the following improvements to be made to the Premises (together, the “**Tenant Improvements**”):
- a. Create three all-gender restrooms in the areas shown on Exhibit A (Rooms 235, 236, and 237).
 - b. Add walls to divide Room 233 and Workstations 232 as shown on Exhibit A.
 - c. Add four secured/locking doors as shown on Exhibit A.
 - d. Remove wall in Room 231 as shown on Exhibit A.
 - e. Apply new paint throughout the suite in colors to be chosen by the County. County may choose a base paint color and up to three accent paint colors.
 - f. Replace all existing carpet and base with new carpet squares and base in colors and patterns to be chosen by the County.
 - g. Replace all existing LVT and base with new Shaw Contract Grain & Pigment or similar quality LVT and base in colors and patterns to be chosen by the County.
 - h. Replace flooring in IT Room (Room 212 on Exhibit A) with anti-static vinyl or tile.
 - i. Install 3/4” full-length plywood on three walls away from the door of the IT Room, as will be directed by the County’s Department of Information Technology.
 - j. Replace all existing cabinetry in the Break Room with WilsonArt or similar quality laminate or high-laminate product in color and style to be chosen by the County.
 - k. Replace all existing countertops in the Break Room with Corian or similar solid stone or stone-like product with color and style to be chosen by the County.
 - l. Remove dishwasher in the Break Room. Leave existing water lines stubbed at the wall.
 - m. Lessee shall have the option to have Lessor remove the cabinets in Office #208.
 - n. Install wrought iron security fence with gates that is at least seven feet high in area shown in Exhibit B or other location agreed to by both landlord and County that will

enclose at least 10 parking spaces. The County would prefer the gates to be automatic, if possible.

- o. Lessor to provide all architectural, permit fees, and expenses related to the design of the Tenant Improvements.
6. Construction Schedule and County's Work. Lessor shall provide a Construction Schedule that identifies an estimated date when County's work (cabling, IT, etc.) can be done during the construction of the Tenant Improvements, which shall be at least two months prior to the expected completion of the Tenant Improvements. For purposes of this lease, "**Construction Schedule**" means the schedule that (i) identifies the work to be accomplished to complete the Tenant Improvements and the sequence of that work, and (ii) sets forth the dates by which certain components of the work must be completed.
7. Inspections. The County and its representatives may enter the Premises at all reasonable times, with Lessor's approval, for the purpose of inspecting the progress of construction of the Tenant Improvements.
8. Completion Notice. When the Tenant Improvements are complete, Lessor shall tender delivery to County by delivering a "**Completion Notice**" in substantial conformity with Exhibit C; provided, however, if the Tenant Improvements are not completed and the Premises delivered to County by July 1, 2026, County may terminate this lease.
9. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.
10. Obligation to Pay Utilities; Janitorial. Lessor shall pay for all water, sewer, gas, electricity, refuse collection services, and, in accordance with Exhibit D – Janitorial Services Schedule, janitorial supplies and services for the Premises.
11. Maintenance and Repairs.
 - a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing, used in the Premises.
 - b. Interior of Premises. County shall keep and maintain the interior of the Premises in good order, condition, and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks. County will maintain all locks and key systems in the Premises. The County may install and maintain an alarm system, if deemed necessary by County.

- c. Utility Systems. Lessor shall keep and maintain the electrical, lighting, water and plumbing systems in good order, condition, and repair including light bulb replacement.
 - d. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems.
 - e. Life Safety. Lessor shall maintain, in compliance with then-current government codes and standards, the fire life safety system. When needed, Lessor shall repair and/or replace such systems.
 - f. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition, and repair.
 - g. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling or similar work that is beyond Lessor's responsibilities under this lease, at County's request, Lessor shall perform the work at County's expense. In performing the work, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor thirty (30) days prior written notice, change the scope of work, terminate any or all work, or require that work be performed by a different contractor.
12. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
13. Subordination, Non-Disturbance and Attornment. If at any time Lessor has a loan that is secured by a lien of a mortgage or deed of trust encumbering the Building, Lessor shall cause the lender(s) holding the lien to execute and deliver to County a Subordination, Non-Disturbance and Attornment Agreement that is in substantial conformity with Exhibit E.
14. Assignment and Sublease. County has the right to assign this lease or sublease the Premises or any part of the Premises at any time during the Term after County has obtained Lessor's prior written consent, which consent may not be unreasonably withheld. Upon the assignment of the lease by County, the County will have no further obligation under the lease.
15. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises, and (ii) attach fixtures and signs ("**County Fixtures**") in or upon the Premises that do not affect the building systems, (iii) install electric vehicle charging stations ("**Charging Stations**") in a location to be determined, and (vi) install bicycle racks ("**Bicycle Racks**") in a location to be determined. Any County Fixtures, exterior signs or fixtures, and the location of the Charging Stations, are subject to

Lessor's prior approval, which approval may not be unreasonably withheld. Any County Fixtures will remain the property of County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations, County Fixtures, Charging Stations, and Bicycle Racks that are not required to be installed as part of the Tenant Improvements. All alterations and County Fixtures must comply with then-current code requirements and, with the exception of any Charging Stations and Bicycle Racks, are to be removed by County at the expiration of the Term and any damage repaired.

16. Prior Possession. Prior to the Commencement Date and with Lessor's written approval County has the right to install fixtures, telephones, alarm systems, and other items required to prepare the Premises for County's occupancy and to store furniture, supplies and equipment, provided such work and storage can be effected without unduly interfering with Lessor's completion of any tenant improvements. Lessor will not be responsible for any loss, theft, or damage to any such items stored.

17. Insurance.

a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the self-insurance program.

b. Self-Insurance Exclusion. County's self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.

18. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease.

19. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.

20. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms

and conditions of this lease. Lessor must be accompanied by County staff at all times when in County's suite.

21. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Lessor of the Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.

Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through County or otherwise.

If Lessor fails to address a Perilous Condition within 24 hours after County's notice or to immediately address an emergency, County may attempt to resolve the Perilous Condition or emergency. Lessor shall reimburse County for any costs incurred by County in addressing the Perilous Condition or emergency promptly upon receipt of County's invoice.

22. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within 60 days from the date of the damage under the applicable laws and regulations of government authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that County will be entitled to a proportionate reduction in Rent while the repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in 60 days, County will have the option to terminate the lease or request that Lessor make the repairs within a reasonable time, in which case, Lessor will make the repairs and Rent will be proportionately reduced as provided in the previous paragraph.

This lease will terminate in the event of the total destruction of the Premises.

23. Hazardous Material. Lessor warrants to County that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Premises in violation of environmental laws. Lessor shall defend, save, protect and hold County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Premises by or at the request of County, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that County has no obligation to clean up or remediate, or contribute to the cost of clean up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Premises by County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this lease.

“Hazardous Material” means any substance, material or waste, including lead-based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

24. Indemnification.

- a. County. County shall defend, indemnify and hold Lessor harmless from County’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors, or omissions of County, its officers, agents or employees in using the Premises pursuant to this lease, or the County’s performance under this lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by Lessor, and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.
- b. Lessor. Lessor shall defend, indemnify and hold County harmless from Lessor’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors or omissions of Lessor, its officers, agents, employees, with respect to the Premises, or Lessor’s performance under this lease, or the Lessor’s performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of buildings owned or maintained by Lessor, except to the extent caused or contributed to by the negligent acts, errors, or omissions of County, its officers, agents, or employees.

25. Default.

The occurrence of any of the following events is a default under this lease:

- a. County.
 - i. County’s failure to pay Rent within 10 business days after receipt of a written notice of failure (a “**Notice**”) from Lessor to County; provided, however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County’s Board of Supervisors to adopt a budget. In no event may such additional time exceed 75 days from receipt of a Notice.
 - ii. County’s failure to comply with any other material term or provision of this lease if the failure is not remedied within 30 days after receipt of a Notice from Lessor to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if the default cannot reasonably be remedied within the 30-day period, then a default will not be deemed to occur

until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of 90 days, provided County commences curing the default within 30 days and thereafter diligently proceeds to cure the default.

- b. Lessor. Lessor's failure to perform any obligation under this lease if the failure is not remedied within 30 days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if the breach cannot reasonably be remedied within the 30-day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of 90 days, provided Lessor commences curing the breach within 30 days and thereafter diligently proceeds to cure the breach.

26. Remedies.

- a. Lessor. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
- b. County. Upon the occurrence of a default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay promptly upon receipt or (iii) deduct from Rent due to Lessor any monies due to County from Lessor.

27. Notices. Any notice required or permitted under this lease must be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor:	STG 3220 Blume, LLC 1304 Southpoint Blvd, Ste 280 Petaluma, CA 94954-7464
To County:	Contra Costa County Public Works Department Attn: Principal Real Property Agent 255 Glacier Drive Martinez, CA 94553

Either party may at any time designate in writing a substitute address for the address set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

28. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
29. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month and is subject to the terms of this lease, except that, if the holding over is without Lessor's consent, beginning in the second month of the holdover period, Rent will increase to 110% of the Rent payable in the month immediately preceding the expiration or termination of this Lease.
30. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
31. Governing Law. The laws of the State of California govern all matters arising out of this lease.
32. Severability. In the event that any provision of this lease is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.
33. Real Estate Commission. In negotiating this lease, Lessor is represented by MRE Commercial Real Estate and the County represents itself. Lessor shall pay a real estate commission to MRE Commercial Real Estate pursuant to a separate written agreement. Lessor recognizes and acknowledges that the County is entitled to a real estate commission when it represents itself. The County warrants to Lessor that County's contact with Lessor in connection with this Lease has been directly with MRE Commercial Real Estate.

Lessor shall pay to County a real estate commission in the amount of \$89,411.91 (the "**County Commission**"). Lessor shall pay one-half of the County Commission upon the mutual execution of this lease and the remainder on the Commencement Date.

Lessor and County warrant that no other broker or finder, other than MRE Commercial Real Estate and the County, can properly claim a right to a leasing commission or a finder's fee based upon contacts with the County with respect to the Premises. Lessor and County shall indemnify, defend, protect and hold each other harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and costs, or the payment of a real estate commission to any party, other than MRE Commercial Real Estate and County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Property and this lease.

[Remainder of Page Intentionally Left Blank]

34. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease on the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

STG 3220 BLUME, LLC, a Delaware
limited liability company

By: STG BLUME, LLC, a California
limited liability company

By: _____
Warren Lai
Director of Public Works

By: _____
John Zeigler, Manager

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret J. Eychner
Senior Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

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EXHIBIT A

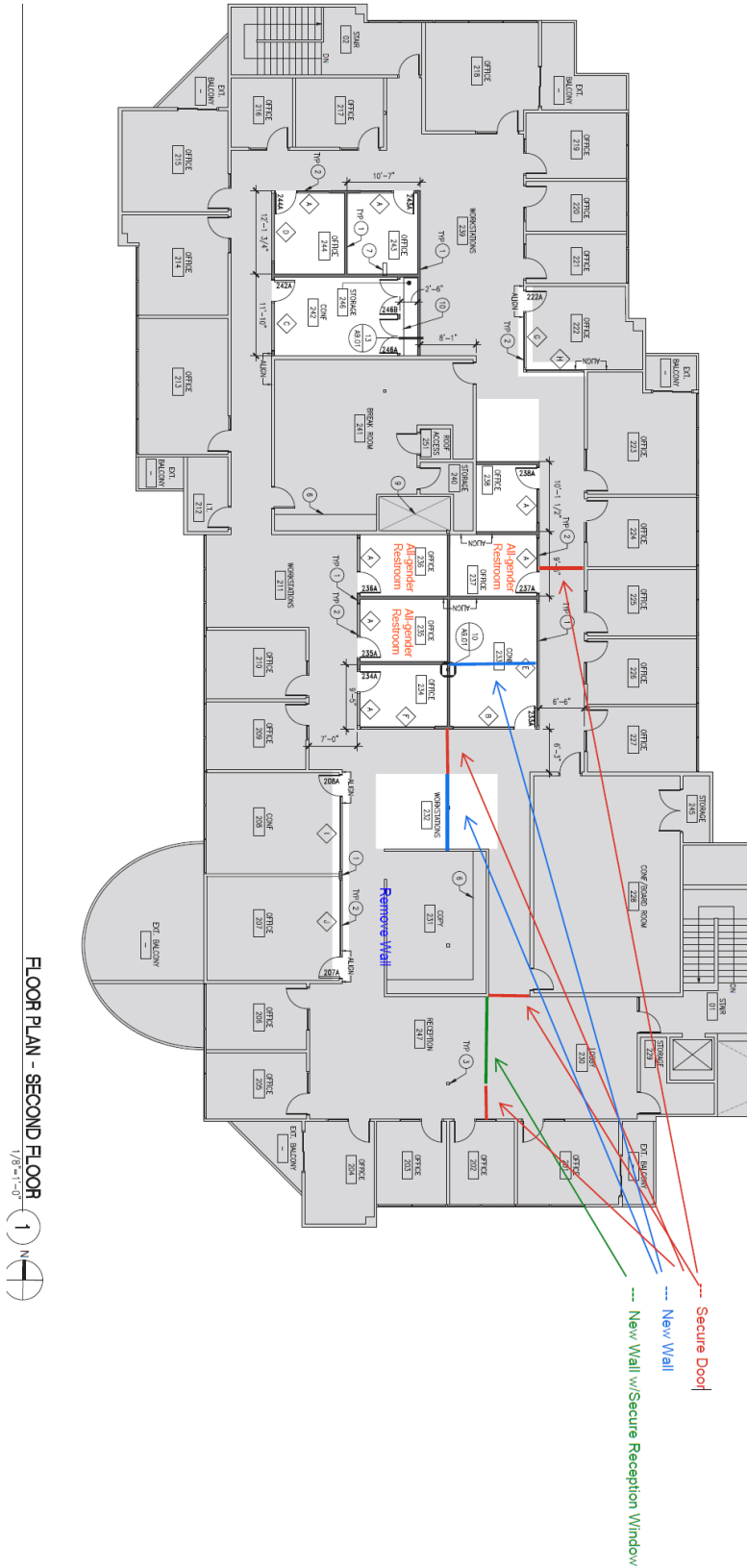


EXHIBIT B



EXHIBIT C
FORM OF COMPLETION NOTICE

To: CONTRA COSTA COUNTY

From: STG 3220 BLUME, LLC

Date:

Re: Completion Notice

This notice is provided in compliance with Section 8 of that certain Lease dated _____ between STG 3220 BLUME, LLC, and CONTRA COSTA COUNTY (the "Lease").

All terms not otherwise defined herein have the meaning ascribed to them in the Lease.

Tender by Lessor

Lessor hereby represents that it has completed construction of the Tenant Improvements in substantial conformity to Section 5 of the Lease.

Lessor hereby tenders the Premises for delivery to Tenant.

STG 3220 BLUME, LLC

By: _____

Its: _____

Certification by Contra Costa County

The undersigned, a duly authorized representative of Contra Costa County, hereby represents that the County has caused the Tenant Improvements to be inspected and has determined them to be in substantial conformity with the Final Plans.

CONTRA COSTA COUNTY

By: _____

Date: _____

Its: _____

Exhibit D

Janitorial Services Schedule

3220 Blume Drive, Suite 250, Richmond

Janitorial Services Schedule

Daily Services – Scope of Work

(Monday – Friday, excluding holidays)

- Collect trash and recycling
 - Dust mop floors
 - Wet mop floors; sweep and mop under furniture and corners
 - Sweep and spot mop all hard surface areas, including restrooms, kitchen, and break areas
 - Vacuum all carpeted areas
 - Empty, clean, and damp-dust all waste receptacles; replace with new liners
 - Empty recyclable paper containers
 - Wipe down kitchen tables and counters
 - Dust all desktops that are cleared
-

Restroom Cleaning Tasks *(included in daily service)*

- Empty all waste receptacles, clean each one, and replace with a new liner
 - Restock tissue, seat covers, soap, and paper towels
 - Clean and polish all metal fixtures and mirrors
 - Mop all tile surfaces, including grout
 - Use a deck brush under urinals
 - Dust high-reach areas including tops of door frames, furniture ledges, partitions, and picture frames
 - Deck brush or machine-scrub the entire tile floor
 - Dust all doors and doorjams
-

Yearly Services *(or as needed)*

- Interior window cleaning
 - Air vent cleaning
-

Tenant-Requested Services *(Additional cost applies)*

- Carpet cleaning
- Floor stripping and waxing
- Refrigerator cleaning
- Microwave cleaning
- Upholstery cleaning

EXHIBIT E

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553

Assessor's Parcel No. 405-290-062-0

Subordination, Non-Disturbance and Attornment Agreement

This agreement is dated _____, 2025, and is between the County of Contra Costa, a political subdivision of the State of California (the “**Tenant**”), _____, a _____, its successors and assigns (the “**Lender**”), having its principal place of business at _____.

Recitals

- A. Pursuant to a lease dated _____, 2025 (the “**Lease**”) between the Tenant and STG 3220 Blume, LLC, a Delaware limited liability company (the “**Landlord**”), Landlord is leasing certain space to the Tenant in the building located at 3220 Blume Drive, Richmond, California, more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).
- B. Lender has previously made a loan (the “**Loan**”) to Landlord that is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Lender encumbering the Property (the “**Mortgage**”) and an assignment of all leases of and rents from the Property
- C. This agreement is being executed by the parties in accordance with the requirements of Section 13 of the Lease.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Tenant hereby represents, acknowledges and agrees as follows:
 - a. The Lease contains an option to purchase an ownership interest in the building, and a right of first refusal to purchase an ownership interest in the building.

- b. The term of the Lease commences on _____ and will terminate on _____.
 - c. The current monthly rent payment under the Lease is set forth in Section 3 of the Lease. No advance rents have been prepaid.
 - d. The improvements described in the Lease have not been completed or accepted by Tenant.
 - e. Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
 - f. Upon its execution, the Lease will be in full force and effect.
 - g. All rent payments will be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successors and assigns.
 - h. If Lender provides Tenant with Lender's address for notification purposes, Tenant will deliver to Lender a copy of all notices Tenant delivers to or receives from Landlord.
 - i. Tenant will not look to Lender or its successors or assigns for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to Lender.
2. If Lender elects to foreclose the Mortgage, Lender will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease.
3. In the event that Lender succeeds to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Lender is not:
- a. Liable for any act or omission of Landlord or any prior landlord under the Lease;
 - b. Subject to any offsets or defenses that Tenant might have against Landlord or any prior landlord;
 - c. Bound by any rent or additional rent that Tenant might have paid for more than the current month to Landlord;
 - d. Bound by any amendment or modification of the Lease made without Lender's prior written consent; or

- e. Liable for any security deposit Tenant might have paid to Landlord, except to the extent Lender has actually received said security deposit.
- 4. Upon Lender's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed on Tenant by the Lease. If requested by Lender or any subsequent owner, Tenant shall execute a new lease with Lender, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.
- 5. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender will have such longer time as may be necessary to cure the default provided that Lender commences the cure within such period and diligently pursues the cure thereafter).
- 6. This agreement binds and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

[Remainder of Page Intentionally Left Blank]

7. This agreement may be modified only in a writing duly executed by both parties.

The parties are signing this agreement as of the date set forth in the introductory clause.

COUNTY

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

By _____
Warren Lai
Director of Public Works

LENDER

Name of Lender., a

By _____
Name
Title

By _____
Name
Title

[Attach Notary Forms]

Exhibit A
to Subordination, Non-Disturbance and Attornment Agreement

[Legal Description of Property]

Real property in the City of Richmond, County of Contra Costa, State of California,
described as follows:

PARCEL ONE:

Parcel A as shown on Parcel Map M.S. 79-4 filed January 19, 1980, Book 84 of Parcel Maps,
Page 10, Contra Costa County Records.

PARCEL TWO:

A portion of Parcel B, as shown on the Map of M.S. 758-86 filed July 20, 1988 in Book 134 of
Parcel Maps at Page 23 Contra Costa County Records, more particularly described in the Lot
Line Adjustment Deed, recorded November 21, 1995, Series No. 95-202314, Official Records,
as follows:

Beginning at a point on the Western line of said Parcel B, said point being the intersection of
those two certain courses on said Western line, said line also being the Eastern and Southern
lines of Parcel "A" (84 PM 10) said courses being non-tangent curves whose components are
described as 1.) "having a radius of 499.00 feet a central angle of 38° 01' 58", an arc length of
331.23 feet", and, 2.) "having a radius of 600.00 feet, a central angle of 01° 56' 02", an arc length
of 20.25 feet"; thence from said point of beginning, leaving said Western line, along a non-
tangent curve to the left whose radius point bears South 82° 02' 02" East having a radius of
499.00 feet, through a central angle of 0° 20' 46", an arc length of 3.01 feet to a point on the
Northern Line of Klose Way, as said Klose Way is described in that certain Deed to the City of
Richmond filed September 22, 1993 in Book 18970 of Official Records, at Page 475, Contra
Costa County Records; thence along said Northern line along a non-tangent curve to the right
whose radius point bears North 02° 20' 38" East, having a radius of 603.00 feet, through a central
angle of 01° 54' 22", an arc length of 20.06 feet, to the Easterly terminus of that certain course on
said Northern line (18970 O.R. 475), described as "South 85° 45' East 225.50 feet; thence
continuing along said Northern line North 85° 45' 00" West 225.50 feet; thence along a tangent
curve to the right, having a radius of 60.00 feet, through a central angle of 22° 28' 31", an arc
length of 23.54 feet, to a point on the Southern line of said Parcel "A" (84 PM 10); thence
leaving said Northern line (18970 OR 475), and along said Southern line (84 PM 10) along a
non-tangent curve to the left whose radius bears North 20° 17' 27" East having a radius of 40.00
feet, through a central angle of 16° 02' 27", an arc length of 11.20 feet to the Westerly terminus
of that certain course on said Southern line described as "North 85° 45' 00" West 237.38 feet"
thence South 85° 45' 00" East 237.38 feet; thence through a central angle of 01° 56' 02", an arc
length of 20.25 feet, to said point of beginning.

EXCEPTING FROM PARCELS ONE AND TWO:

The mineral rights reserved in the Deed executed by Standard Oil Company of California,
recorded November 12, 1973,