

LEASE

Contra Costa County
2441 Sprig Court, Suite A
Concord, California

This lease is dated January 13, 2026, and is between MKD GARAVENTA, 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 real property located at 2441 Sprig Court, Concord, California, known as Garaventa Business Park (the "Center"). The Center consists of approximately 6.46 acres and is improved with five buildings, with a total of approximately 92,035 square feet, and a parking lot.
- B. Lessor desires to lease to County and County desires to lease from Lessor a portion of the Center consisting of 8,600 square feet of office and warehouse space located at 2441 Sprig Court (the "Building"), known as Suite A (the "Premises") along with the non-exclusive use of 24 parking spaces.
- C. The parties estimate that the Premises comprises approximately 9.34% of the total square footage of the Center (the "Proportionate Share"). Section 4 of this lease requires the County to pay its Proportionate Share of certain costs associated with the operation of the Center.

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, a Renewal Term, each as defined below.
 - a. Initial Term. The "Initial Term" is three years, beginning on the date the Tenant Improvements, as defined below, are completed (the "Commencement Date") and ending on the last day of the month that follows the third anniversary of the Commencement Date.
 - b. Renewal Term. County has one option to renew this lease for a term of three years (the "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 270 days 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 the 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 tenth day of each month during the Initial Term and, if applicable, the Renewal Term, in the amounts set forth below:

- a. Initial Term

Period	Monthly Rent
Months 1-12	\$16,770.00
Months 13-24	\$17,273.10
Months 25-36	\$17,791.29

- b. Renewal Term.

Period	Monthly Rent
Months 37-48	\$12,900.00
Months 48-60	\$13,287.00
Months 61-72	\$13,685.61

- 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, County shall pay Lessor the amounts set forth below (collectively, "Additional Rent").

- a. Real Property Taxes. The County's Proportionate Share of the Real Property Tax Expense, as defined below.

"Real Property Tax Expense" means the amount of Real Property Taxes, as defined below, actually paid by Lessor in any calendar year (or portion thereof).

"Real Property Taxes" means and includes all taxes, assessments (amortized over the longest period available to Lessor) levied or assessed upon the Center 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 government authority upon the Center. 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 transfer taxes.

- b. Insurance. The County's Proportionate Share of Insurance Expense, as defined below.

“Insurance Expense” means the amount of Insurance, as defined below, actually paid by Lessor in any calendar year (or portion thereof).

“Insurance” means the All Risk Property Insurance maintained by Lessor covering the Center 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 Center or that may be required by Lessor's mortgagee, including, but not limited to, earthquake, and flood insurance.

- c. Operating Expenses. The County's Proportionate Share of Operating Expenses, as defined below.

“Operating Expenses” means the actual cost of operating the Center including but not limited to (i) the operation and upkeep of all building systems serving the Center, including lighting, plumbing, HVAC, fire/life safety, electrical systems, ceiling, flooring, and other surfaces, (ii) pest and rodent control, (iii) maintaining and repairing parking lots, sidewalks, driveways, all landscaped areas, and other areas that are used by the occupants of the Center, and (iv) an administrative fee for services rendered by a third party manager that is equal to no more than ten percent of the total of these expenses, excluding administrative expenses, taxes, and insurance premiums.

Notwithstanding any provision of this lease to the contrary, Operating Expenses do not include any of the following expenses incurred by Lessor:

- i. Payments on any loans or ground leases affecting the Center.
- ii. Depreciation of the Center or any major system of any service equipment in a Building or on the Property.
- iii. Costs and expenses associated with leasing to other tenants, including tenant improvement allowances, attorneys' fees, brokerage commissions, and architectural fees, if any.
- iv. Any and all capital expenditures, including but not limited to roof replacement, HVAC replacement, and resurfacing the parking lot unless

such capital expenditures are required as a result of the specific and unique use of the Premises by County as compared with uses by tenants in general, in which case County will be fully responsible for the cost of repair.

- v. Any and all reserves for future Center projects.
- vi. Any cost incurred in complying with hazardous materials laws .
- vii. Capital taxes, income taxes, corporate taxes, corporation capital taxes, excise taxes, profits taxes, or other taxes that are personal to the Lessor.

- d. Utility Expenses. The County's Proportionate Share of Utility Expenses, as defined below.

“Utility Expenses” means the actual cost of gas, electric, water, sewer, and refuse collection services provided to the Center that are not paid directly by the County.

5. Payment of Additional Rent.

- a. Annual Estimates. At the beginning of each year, Lessor shall provide County with a reasonable estimate of the amount of Additional Rent due for the upcoming year (or portion thereof). In the absence of manifest error, that amount will be divided by the number of months in the year (or portion thereof) to determine the **“Estimated Monthly Additional Rent,”** for the upcoming year. If a manifest error occurs, Lessor shall correct the error, and the corrected amount will be used to determine the Estimated Monthly Additional Rent for the upcoming year. The Estimated Monthly Additional Rent for the 2026 calendar year is \$3,354.
- b. Monthly Payments. County shall pay the Estimated Monthly Additional Rent monthly in advance on the tenth day of each month. Estimated Monthly Additional Rent for any fractional month will be prorated and computed on a daily basis with each day's Estimated Monthly Additional Rent equal to one-thirtieth (1/30) of the then-current Estimated Monthly Additional Rent.
- c. Annual Reconciliation. Within 120 days after the end of the calendar year, or, if applicable, within 120 days after the end of the term, Lessor shall calculate the actual Additional Rent due for the relevant period, and provide County with a statement that compares the actual expenses incurred by Lessor for the relevant period with the total payments of Estimated Monthly Additional Rent paid by the County during the period (a **“Reconciliation Statement”**).
 - i. If County's total payments of Estimated Monthly Additional Rent for the period are less than the amount of actual expenses incurred by Lessor for the period, County shall pay to Lessor the amount of the deficiency within 60 days after receipt of the Reconciliation Statement.

- ii. If County's total payments of Estimated Monthly Additional Rent for any period exceed actual expenses incurred by Lessor during the period, Lessor shall refund the excess to County within 60 days after the County's receipt of the Reconciliation Statement. If Lessor fails to refund the excess to County within 60 days after County's receipt of the Reconciliation Statement, County may deduct the amount owed to County from the subsequent payments of Rent or Additional Rent, or both, until County has been fully reimbursed.
- d. **Inspection of Books**. County has the right to inspect and audit Lessor's books and records relating to the amounts charged to County as Additional Rent and to set forth specific objections to amounts charged to County.
 - i. If County's inspection and audit reveals County was overcharged for Additional Rent, Lessor shall remit the amount overcharged to County with interest at a rate of one-half percent per month from the date of overpayment until the date paid to County in full within 60 days after County's demand therefor. If Lessor fails to refund the amount of overpayment to County within 60 days after County's demand therefor, County may deduct the amount owed to County from subsequent payments of Rent, Additional Rent, or both, until County has been fully reimbursed.
 - ii. Lessor shall retain all relevant records for at least two years. County shall cause any such inspection to occur within 18 months of receipt of the Reconciliation Statement. County may not cause an inspection to occur more than once in any 12-month period.
- 6. **Use**. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.
- 7. **Tenant Improvements**. Prior to the Commencement Date, Lessor shall cause the work listed on Exhibit A and shown on Exhibit B (together, the "**Tenant Improvements**") to be completed. When the Tenant Improvements are complete, Lessor shall tender delivery of the Premises 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 within 120 days after approval of this lease by the Contra Costa County Board of Supervisors (the "**Target Completion Date**"), County may terminate this lease, and provided further that if the Tenant Improvements are not complete by the Target Completion Date as a result of one or more delays beyond Lessor's control, such as a delay in the issuance of permits (any such delay, an "**Uncontrollable Delay**"), the time period for completing the Tenant Improvements will be extended for the number of days that corresponds to the number of days associated with the documented Uncontrollable Delay(s).
- 8. **Obligation to Pay Utilities/Janitorial**. County shall pay for all gas, electric, refuse collection, and janitorial services provided to the Premises.

9. Maintenance and Repairs.

- a. **First Year Major Systems.** Lessor shall cause all roll-up doors, electrical, mechanical, and plumbing systems to be in working order on the Commencement Date and for the first 12 months of the lease. County will not incur charges for any repairs to the roll-up doors or these systems for the first 12 months of the lease.
- b. **Roof and Exterior of Building.** Lessor shall keep the roof and exterior of the Building in good order, condition, and repair, and shall maintain the structural integrity of the Building, which costs shall not be included in Operating Expenses. Lessor shall maintain and repair the exterior doors and their fixtures, closers and hinges, exterior windows, and glass and glazing and these maintenance costs, if any, may be included in Operating Expenses. County shall maintain all locks and key systems used in the Premises and may install card readers and security cameras.
- c. **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. The County may install and maintain an alarm system, if deemed necessary by County.
- d. **Utility Systems.** Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition, and repair.
- e. **HVAC.** Lessor shall cause the heating, ventilating, and air-conditioning (HVAC) systems to be in working order on the Commencement Date and throughout the term. Lessor shall maintain and repair HVAC systems. The cost of quarterly inspections and repairs may be included in Operating Expenses.
- f. **Parking Lot; Exterior Lighting; Landscaping.** Lessor shall maintain the parking lot, exterior lighting system, and landscaping, in good order, condition and repair.
- g. **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, including fire extinguishers.
- h. **Services by Lessor.** If County determines that the Premises is in need of maintenance, construction, remodeling or similar work that is beyond Lessor's responsibilities under this lease, at County's request and subject to Lessor's approval, 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 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.

10. **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.
11. **Assignment and Sublease.** With Lessor's prior approval, County may assign this lease or sublease the Premises, or any part of it at any time during the Term. Upon the assignment of the lease by County, the County will have no further obligation under the lease. If County chooses to assign or sublease, Lessor will have the right to recapture the relevant portion of the Premises. In the event County surrenders possession of the Premises, or a portion of it, in accordance with the provisions of this lease, the Rent will be proportionately reduced. The reduction will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that the County is giving up and the denominator of which is the total number of square feet in the Premises prior to the reduction. If Lessor cancels the lease or a portion of the lease pursuant to this section, Lessor may relet the Premises, or the applicable portion of the Premises, to any other party (including, without limitation, to the proposed assignee or subtenant of County), without any liability to County.
12. **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, and (iii) install bicycle racks ("Bicycle Racks") in a location to be determined. Any County Fixtures, exterior signs or fixtures, and the location of the Bicycle Racks, 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, 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 the Bicycle Racks, are to be removed by County at the expiration of the Term and any damage repaired.
13. **Prior Possession.** Upon execution of this lease, 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 and can be effected without unduly interfering with Lessor's completion of the Tenant Improvements.
14. **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 and naming Lessor and its property manager as additional insureds.

- 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.
15. **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.
16. **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.
17. **Inspection/Access.** Subject to Section 18 below, Lessor, or its proper representative or contractor, may enter the Premises by prior appointment and only if accompanied by County staff between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises are 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, (iii) County is in compliance with the terms and conditions of this lease, (iv) to do regular maintenance and repair, and (v) during the last six months of the lease, to show the Premises to prospective tenants. In the event of an emergency, Lessor will be able to contact one of two emergency contacts from the County (the "**Emergency Contacts**") to provide access to the Premises. Contact information for the Emergency Contacts will be provided prior to Commencement Date and will be updated as necessary.
18. **Security of Building.** Pursuant to California Department of Justice (DOJ) and California Law Enforcement Telecommunications System (CLETS) regulations governing the handling and protection of Criminal Justice Information (CJIS), the Premises contain, or may contain, secure information systems and materials subject to strict confidentiality and security protocols. To ensure compliance with these standards, Lessor, Lessor's agents, employees, or representatives shall not enter the Premises unless accompanied and escorted at all times by a representative of the Contra Costa County District Attorney's Office, Bureau of Investigations. This restriction is necessary to maintain the integrity and security of CJIS-compliant systems and to prevent unauthorized access to restricted law enforcement information.

There are some areas of the warehouse and/or office area (the "**Secured Areas**") that may not be made accessible to Lessor due to this restriction. County will not be required to provide a key to Lessor to access the Secured Areas. In the event of an emergency, Lessor will be able to contact the Emergency Contacts for access to the Secured Areas.

19. **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.

20. **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.

21. **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 Property, 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 at the Property or Premises that was not brought to the Property or 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 cleanup or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Property or 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.

22. 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.

23. Estoppel Certificates. Each party shall execute, acknowledge, and deliver to the other party an estoppel certificate in a form reasonably acceptable to both parties within 10 days after receipt of a written request from the requesting party.

24. 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 ten 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 failure 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 a reasonable period of time, up to an aggregate of 90 days, provided County commences the remedy within the 30-day period and thereafter diligently proceeds to complete it.

- 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 Lessor's failure is the failure to maintain or to make repairs that are unrelated to a Perilous Condition and the remedy cannot reasonably be completed within the 30-day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to complete the remedy within a reasonable period of time, up to an aggregate of 90 days, provided Lessor commences the remedy within the 30-day period and thereafter diligently proceeds to complete it.

25. 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 terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County: provided, however, if the breach is caused by Lessor's failure to maintain or make repairs, the County may elect to terminate this lease or to correct the failure; provided, further, if the County elects to correct the failure, County may either (i) deduct the cost from Rent, Additional Rent or both, or (ii) invoice Lessor for the cost, which invoice Lessor shall pay promptly upon receipt.
26. Survival. Lessor's obligation to pay amounts due to County under this lease, including, but not limited to, amounts due pursuant to Section 5 (Payment of Additional Rent), Section 19 (Perilous Conditions), and Section 25 (Remedies), shall survive the expiration or termination of this lease.
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:

MKD Garaventa, LLC
Attn: Mark Garaventa
1001 Canal Blvd, Ste A1
Richmond, CA 94804-3533

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. Rent during Holding over shall be payable at 125% of the rent payable at the end of the Lease Term.
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 CBRE and County represents itself. Lessor shall pay a real estate commission to CBRE pursuant to a separate written agreement. Lessor recognizes and acknowledges that 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 CBRE.

Lessor shall pay to County a real estate commission in the amount of \$18,660.38 (the "County Commission"). Lessor shall pay one-half of the County Commission upon the execution of this lease and the remainder on the Commencement Date.

Lessor and County warrant that no other broker or finder, other than CBRE and 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 CBRE and County, resulting from any claim for a

fee or commission by any broker or finder, in connection with the Premises 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

By: _____
Warren Lai
Director of Public Works

MKD GARAVENTA, LLC,
a Delaware limited liability company

By: _____
Daria T. Flanagan
Vice President



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

ME:
WLP496
\pw-data\grpdata\realprop\LEASE MANAGEMENT\CONCORD\2441 SPRIG CT, STE A - T00_\LEASES\2441 Sprig Ct Ste A - Lease - V5.docx

EXHIBIT A

Tenant Improvements

1. Create Evidence Storage where indicated on Exhibit B – Floor Plan. This can be done with either a solid wall to the ceiling or with fencing to the ceiling – whichever is less expensive. It needs to be completely secured.
2. Divide existing Conference Room into two offices. Add door with sidelight to new office.
3. Add sidelight to door in Work Area to create an office.
4. Create a new Conference Room where indicated in red on Exhibit B.
5. New flooring throughout in colors and patterns to be chosen by County:
 - a. Anti-static sheet vinyl or anti-static VCT in room labeled Storage (this will be our IT Room)
 - b. Carpet tiles in offices and General Office area
 - c. LVT in Entrance Lobby, Breakroom, and both hallways leading to the Warehouse.
 - d. Sheet vinyl in restrooms (existing sheet vinyl in Women's restroom does not need to be replaced)
6. New paint throughout in colors (up to three) to be chosen by County.
7. Completely remodel Men's Restroom.
8. Replace toilets in Women's Restroom. Wallboards, stalls, and vinyl are OK – unless landlord wants to completely remodel.
9. Replace blinds throughout including window in warehouse.
10. Refinish wood cabinetry in Breakroom.
11. Replace countertop in Breakroom with stone or stone-like counter (i.e. Corian).
12. IT Room – install $\frac{3}{4}$ " plywood on left wall as shown in green on Exhibit B.

Exhibit B

Tenant Improvement Floor Plan

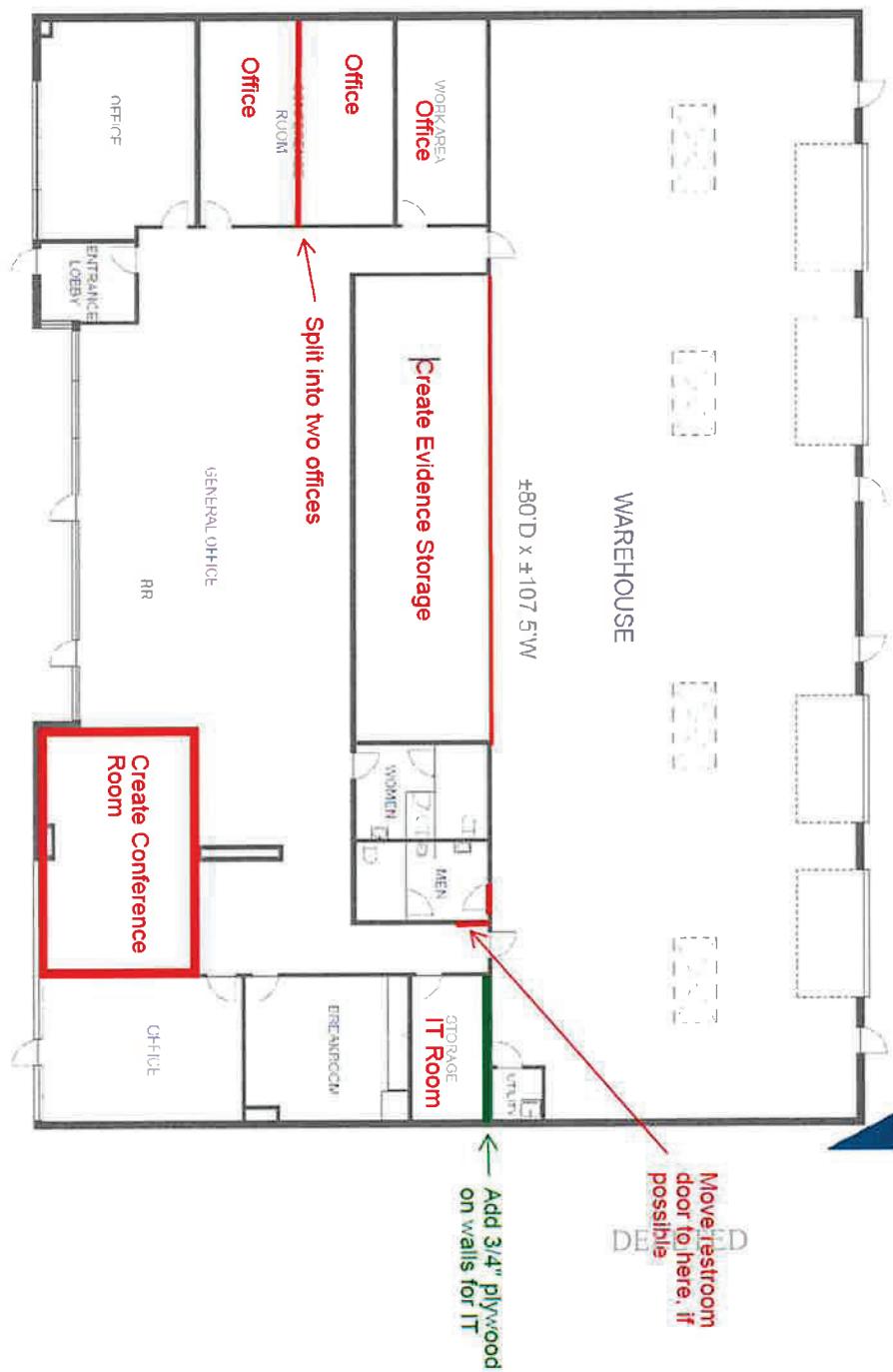


EXHIBIT C
FORM OF COMPLETION NOTICE

To: Contra Costa County
From: MKD Garaventa, LLC
Date:
Re: Completion Notice

This notice is provided in compliance with Section 7 of that certain lease dated _____ between MKD Garaventa, 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 7 of the lease.

Lessor hereby tenders the Premises for delivery to Tenant.

MKD Garaventa, 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 Section 7 of the lease.

Contra Costa County

By: _____

Date: _____

Its: _____