

LEASE

County of Contra Costa
Employment and Human Services Department
1850 Gateway Blvd, Ste 800
Concord, California

This lease is dated _____ and is between SPPI Commercial, 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 1850 Gateway Boulevard, Concord (the “**Building**”).
- B. Lessor desires to lease to County and County desires to lease from Lessor a portion of the Building consisting of approximately 34,639 square feet of office space which will be known as Suite 800 (the “**Premises**”), as shown in the floor plan attached as Exhibit A.
- C. Simultaneous with the execution of this lease, Lessor and County are entering into a work letter that sets forth how tenant improvements in the Premises are to be constructed, who will undertake the construction of the tenant improvements, who will pay for the construction of the tenant improvements, and the time schedule for completion of the construction of the tenant improvements (the “**Work Letter**”). The Work Letter is part of this lease.

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 10 years, commencing on the Commencement Date, as defined in the Work Letter.
 - b. Renewal Terms. County has two options to renew this lease for a term of five 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 no later than 180 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 the County's receipt of Lessor's written demand that the 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 tenth 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	\$83,133.60
Months 13-24	\$85,627.61
Months 25-36	\$88,196.44
Months 37-48	\$90,842.33
Months 49- 60	\$93,567.60
Months 61-72	\$96,374.63
Months 73-84	\$99,265.87
Months 85-96	\$102,243.84
Months 97-108	\$105,311.16
Months 109-120	\$108,470.49

- b. Renewal Term. Rent during the Renewal Term will be at the then-fair market rental value of the Premises. 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 18 months prior to the commencement of the Renewal Term. If the parties fail to agree on the fair market rental value of the Premises by the date that is 12 months prior to the commencement of the Renewal Term, the parties will engage an M.A.I real estate appraiser with at least 10 years' experience and 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. Use. County may use the Premises for the purpose of conducting various office functions of County.

5. Full Service Lease. Subject to Section 9 – Maintenance and Repairs, this is a full service lease. Lessor shall pay all of the Building’s operating costs, including, but not limited to, all maintenance and repairs, real estate taxes, and building insurance. Lessor shall pay for all utilities, including but not limited to, gas and electric service, water, and sewer. In addition, Lessor shall pay for all pest control, janitorial, and refuse collection services provided to the Premises.
6. HVAC Hours. HVAC will be on during Building hours, which are 7:00 a.m. to 6:00 p.m., Monday through Friday, except for nationally recognized holidays. If County needs HVAC turned on outside of those hours, the cost to County will be \$70 per hour.
7. Parking. County will be given the use of 183 parking passes for spaces in the garage, of which 79 may be designated by Lessor on the upper floors of the garage and may be self-parking, valet, or valet-assist. County’s parking passes shall be for the exclusive use of County’s employees and shall give County the non-exclusive right to park in spaces in the Building’s parking facilities. County agrees that Lessor assumes no responsibility of any kind whatsoever in reference to said automobile parking facilities or the use thereof by County, or any County party, or by anyone else. County may park up to 20 County-owned vehicles in the parking structure overnight, as needed. Lessor may designate an area where overnight parking is allowed. Additionally, County will have the exclusive use of 1 parking space on the first level for a County-owned van.
8. Access Badges/Cell Phone App. Access badges for the Building and parking garage, and/or an access application for cell phones allowing the same, will be provided by Lessor to County at no cost.
9. Maintenance and Repairs.
 - a. Janitorial Services. Janitorial services are to be provided to the Premises Monday through Friday, with the exception of generally recognized holidays. Minimum janitorial services to be provided by Lessor are set forth in Exhibit B. If County requires janitorial services not included in Exhibit B, the County is responsible for the cost of such services.
 - b. 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.
 - c. Fire Extinguishers; Smoke Detectors; Strobe Alarms. Lessor shall provide fire extinguishers, smoke detectors, sprinklers, and strobe alarms in the Premises as required by current laws, regulations, and the Fire Marshall. Lessor shall maintain, repair and replace the fire extinguishers, smoke detectors, sprinklers, and strobe alarms as needed.

- d. Interior of Premises. Subject to Lessor's obligation to provide janitorial services, 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 shall maintain all locks and key systems used in the Premises. The County may install and maintain an alarm system, if deemed necessary by County.
 - e. Utility System. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
 - f. HVAC. Except as per Section 9.g. below, Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems.
 - g. Server Room HVAC. County shall repair and maintain the supplemental HVAC system in the Server Room. In addition, electricity for the Server Room HVAC will be metered separately, and the charges for that electricity will be invoiced separately to the County.
 - h. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the parking structure, exterior lighting system, and landscaping in good order, condition and repair.
 - i. Services by Lessor. If County determines that the Premises need 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 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 complies 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. 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 request 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 C or other mutually agreeable form to be approved as to form by County Counsel.
12. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures ("**County Fixtures**") within the Premises that do not affect the building systems in a location to be determined. 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 and County Fixtures. All alterations and County Fixtures are subject to Lessor's approval and must comply with existing code requirements and are to be removed by County at the expiration of the Term and any damage repaired.

13. Prior Possession. Approximately 60 days prior to the Commencement Date, 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 done without unduly interfering with Lessor's completion of any tenant improvements subject to County providing the self-insurance letter described below.
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 as an additional insured.
 - 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. Lessor, or its proper representative or contractor, may enter the Premises at any time in the case of an emergency, and otherwise by prior appointment during normal business hours 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. If there are HIPAA or other confidentiality considerations in the suite, Lessor may be required to be accompanied by County staff during inspections.

18. 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 the reasonable costs incurred by County in addressing the Perilous Condition or emergency promptly upon receipt of County’s invoice.

19. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within 120 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 120 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.

20. 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 cleanup 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.

21. Indemnification.

- a. County. County shall defend, indemnify and hold Lessor and Lessor's officers, directors, shareholders, affiliates, employees and agents 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 the Building, 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 the Building, except to the extent caused or contributed to by (i) the negligent acts, errors, or omissions of County, its officers, agents, or employees, and/or (ii) the unauthorized or criminal entry of third parties into the Premises, Building, garage, or real property.

22. 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.

23. 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 in addition to any and all other remedies available to Lessor at law or in equity.
- 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, the County may either (i) deduct the cost from Rent, or (ii) invoice Lessor for the cost, which invoice Lessor shall pay promptly upon receipt.

24. Survival. Lessor's and County's obligation to pay amounts due to the other party under to this lease, including, but not limited to, amounts due pursuant to Section 18 - Perilous Conditions and Section 23 - Remedies, shall survive the expiration or termination of this lease.

25. 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: SPPI Commercial, LLC
 c/o Sierra Pacific Properties, Inc.
 Attn: President
 1800 Willow Pass Court
 Concord, CA 94520

With a copy to: SPPI Commercial, LLC
 Attn: Legal Department
 4021 Port Chicago Highway

Concord, CA 94520

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.

26. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
27. 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.
28. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
29. Governing Law. The laws of the State of California govern all matters arising out of this lease.
30. 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.
31. Recording. If requested by County, the parties shall execute and record a Memorandum of Lease in substantial conformity with Exhibit D, in lieu of recording the entire lease. Upon the expiration or earlier termination of this lease, County shall execute a Memorandum of Lease Termination or Quitclaim Deed discharging any recording made pursuant to this Section 31.
32. Real Estate Commission. In negotiating this lease, Lessor is represented by Colliers International and the County represents itself. Lessor shall pay a real estate commission to Colliers International 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 the County's contact with Lessor in connection with this lease has been directly with Colliers International.

Lessor shall pay to the County a real estate commission of 3% of the amount of rent due during the first five years of the Term (\$158,892.33), and 1.5% of the amount of rent due during the subsequent five years of the Term (\$92,099.88), for a total commission of

\$250,992.21 (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 Colliers International, 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 Property. Lessor and the 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 Colliers International, and the County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Property and this lease.

33. Force Majeure. Whenever a day is appointed under this Lease on which a period of time is appointed within which either party to this lease is required to do or complete any act, matter or thing, other than the payment of money on or after the Commencement Date, the time for doing or completing the act, matter or thing will be extended by a period of time equal to the number of days that the party required to act is prevented from doing or completing the act, matter or thing (or its ability to do or complete the act, matter or thing, is unreasonably interfered with) because of strikes, lock-outs, embargoes, unavailability of labor, materials or utilities, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, governmental orders or mandates, terrorist attacks, acts of God, or other causes beyond such party’s reasonable control (financial inability excepted); provided, however, nothing contained in this section excuses County from the prompt payment of any Rent or other charges required of County under this Lease; and furthermore provided nothing contained in this section affects County’s right to address Perilous Conditions as described in Section 18 – Perilous Conditions.
34. Estoppel Certificate. Within 20 days after a written request from Lessor, County’s Director of Public Works or his designee shall execute and deliver to Lessor a written statement certifying: (a) that this lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Rent and the date to which Rent and additional rent, if any, have been paid in advance; and (c) that Lessor is not in default under this lease or, if Lessor is claimed to be in default, stating the nature of any claimed default. A purchaser, assignee or lender may rely upon such statement.
35. Liens. County shall keep the Building and the Property free from any liens arising out of the work performed, materials furnished, or obligations incurred by County or County’s parties. County further covenants and agrees that should any mechanic’s lien be filed against the Building or the Real Property for work claimed to have been done for, or materials claimed to have been furnished to the County, the lien will be discharged by the County, by bond or otherwise, within 30 days after the filing thereof, at the cost and expense of County.

36. Sale or Transfer by Lessor. In the event of any transfer or transfers of Lessor's interest in the Property, other than a transfer for security purposes only, the transferor shall automatically be relieved of any and all obligations and liabilities on the part of the transferor accruing from and after the date of such transfer; provided, however, that any funds in the hands of Lessor in which County has an interest, at the time of such transfer, shall be turned over to the transferee and upon such transfer, Lessor shall be discharged from any further liability with reference to such funds.

37. Interest on Past Due Obligations. Except as otherwise expressly provided in this lease, any amount due from County to Lessor under this lease that is not paid when due will bear interest at the rate of five percent (5%) per annum from the date due until the date paid. This section does not alter the terms and conditions set forth in Section 22 – Default.

38. Miscellaneous. To Lessor's actual knowledge, the Building has not undergone inspection by a Certified Access Specialist (CASp). The foregoing disclosure does not affect Lessor's or County's respective responsibilities for compliance of construction-related accessibility standards as provided under this lease. A CASp can inspect the Building and determine whether the Building complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Building, Lessor may not prohibit County from obtaining a CASp inspection of the Building for the occupancy or potential occupancy of County, if requested by County. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Building.

[Remainder of Page Intentionally Left Blank]

39. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease or the Improvement Agreement. 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 have 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

SPPI COMMERCIAL, LLC,
a Delaware limited liability company

By: Sierra Pacific Properties, Inc.,
a California corporation, its Manager

By: _____
Warren Lai
Director of Public Works

By: _____
Douglas W. Messner
President

By: _____
Albert D. Seeno, Jr.
Executive Vice President

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret J. Eychner
Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Michael George
Deputy County Counsel

ME:
WLP590
\\pw-data\grpdata\realprop\lease management\concord\1850 gateway blvd, ste 800 - t00xx\leases\1850 gateway blvd, ste 800 - lease with work letter - v4.docx

Exhibit A



Exhibit B

Janitorial Specifications

DAILY SERVICES

1. Dust all desktops, low file cabinet tops, lamps, and other furniture surfaces.
2. Empty all trash containers throughout the Premises and replace trash container liners as necessary.
3. Vacuum or spot-vacuum carpets as necessary around entry, doors and heavy traffic areas. Spot-clean carpets as needed.
4. Remove spots and finger marks from glass on entry doors.

WEEKLY SERVICES

1. Vacuum all carpets thoroughly throughout the Premises.
2. Dust counter tops, cabinets, tables, low-wall partitions, windowsills, and telephones. Remove cobwebs.
3. Mop all vinyl floor areas weekly and strip, wax and buff when necessary.
4. Clean entry doors and all door hardware.

MONTHLY SERVICES

1. Dust and clean A/C diffusers, air vents and exhaust fans.
2. Dust vertical surfaces (furniture fronts, walls, etc.)
3. Dust all window blinds; damp-wipe windowsills.

ONCE YEARLY, IN APRIL

1. Wash windows and glass on both sides.
2. Clean all ventilation grills.

MISCELLANEOUS

Security: Lock all doors and windows, turn off lights, and activate alarm systems before leaving the Premises.

Carpet Deep-Cleaning: Once every two years.

Exhibit C

Recorded at the request of:
Contra Costa County

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

Assessor's Parcel No. 126-342-008-3

Subordination, Non-Disturbance and Attornment Agreement

This agreement is dated _____, 2026, 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 _____, 2026 (the “**Lease**”) between the Tenant and SPPI Commercial, LLC, a Delaware limited liability company (the “**Landlord**”), Landlord is leasing to the Tenant certain space in the building located at 1850 Gateway Boulevard, Concord, 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 11 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 term of the Lease commences on _____ and will terminate on _____.

- (b) The current monthly rent payment under the Lease is set forth in Section 3 of the Lease. No advance rents have been prepaid.
- (c) The improvements described in the Lease have not been completed or accepted by Tenant.
- (d) Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
- (e) Upon its execution, the Lease will be in full force and effect.
- (f) All rent payments will be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successors and assigns.
- (g) 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.

2. The Lease and all terms thereof, including, without limitation, are subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

3. 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.

4. 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; or
- (d) Bound by any amendment or modification of the Lease made without Lender's prior written consent.

5. 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.

6. 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).

7. This agreement binds and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

8. 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 Exhibit C

LEGAL DESCRIPTION OF THE PROPERTY

CONCORD GATEWAY I
(1850 Gateway Blvd, Concord, CA)

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

PARCEL "A," AS SHOWN ON THE PARCEL MAP, FILED OCTOBER 8, 1985, IN BOOK 118 OF PARCEL MAPS, PAGE 46, CONTRA COSTA COUNTY RECORDS.

APN: 126-342-008

Exhibit D

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Estate Division
2355 Glacier Drive
Martinez, CA 94553

Assessor's Parcel No. 126-342-008-3

MEMORANDUM OF LEASE

This Memorandum of Lease is dated _____, 2026, and is between SPPI Commercial, LLC, a Delaware limited liability company (Lessor), and the County of Contra Costa, a political subdivision of the State of California (County).

On _____, 2026, Lessor and County entered into a written lease (Lease) by which County agreed to lease a portion of the building commonly known as 1850 Gateway Boulevard, Concord, California, from Lessor. The portion of the building being leased consists of approximately 34,639 square feet of floor space.

The Lease is for a period of 10 years and commenced on _____, 2026, and continues to _____, 2036. County has two options to renew the Lease for an additional five years for each option on certain conditions.

This Memorandum of Lease does not constitute the Lease and is only an abbreviated form containing a summary of only a few of the terms. In the event that there is any inconsistency between this Memorandum of Lease and the Lease, the terms of the Lease prevail over the terms of this Memorandum of Lease.

County of Contra Costa

SPPI Commercial, LLC

By _____
Warren Lai
Public Works Director

By: _____
Douglas Messner
President

By: _____
Albert D. Seeno, Jr.
Executive Vice President

[Attach Notary Forms]

Exhibit A to Exhibit D

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