

## **LEASE**

HEALTH SERVICES DEPARTMENT  
HEALTH, HOUSING AND HOMELESS SERVICES  
2600 STANWELL DRIVE, SUITES 100,104 & 200  
CONCORD, CALIFORNIA

This lease is dated September 9, 2025, and is between 2600 STANWELL, LLC, a California 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 2600 Stanwell Drive, Concord, California (the “**Property**”). The Property is improved with a commercial office building consisting of approximately 46,827 square feet (the “**Building**”).
- B. Lessor desires to lease to County and County desires to lease from Lessor a portion of the Building consisting of approximately 17,415 rentable square feet known as Suites 100 (approximately 6,024 square feet), 104 (approximately 3,588 square feet) and 200 (approximately 7,803 square feet) (together, the “**Premises**”), as shown in the floor plans attached as Exhibit A, along with the non-exclusive use of 90 parking stalls and two electric vehicle chargers.
- C. The parties estimate that the Premises comprises approximately 37.19% of the total square footage of the Building (the “**Proportionate Share**”). Section 4 of this lease requires the County to pay its proportionate of the amount (if any) by which certain expenses exceed the cost of those expenses in the Base Year. The “**Base Year**” means calendar year 2025.
- D. 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 ten 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 two years for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth in this lease. County must provide Lessor with written notice of its election to renew, or not renew, the lease not later than six months prior to the expiration of the Term.
    - i. Upon 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.
    - ii. County’s right to renew is personal to the County and may not be assigned to any entity that is not governed by the Contra Costa Board of Supervisors.
    - iii. County may not exercise its right to renew this lease if it is material breach of this lease after the expiration of applicable cure periods.
3. Rent. County shall pay 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. As used in this lease, “**Rent**” means all amounts due from County to Lessor under this lease.
  - a. Initial Term.

<u>Months</u>	<u>Monthly Rent</u>
1-12	\$31,347.00
13-24	\$32,287.41
25-36	\$33,256.03
37-48	\$34,253.71
49-60	\$35,281.32
61-72	\$36,339.76
72-84	\$37,429.96
85-96	\$38,552.86
97-108	\$39,709.44
109-120	\$40,900.72

- b. Renewal Term. Rent during a 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 in the manner described below.

- i. Lessor will provide County with Lessor's good faith estimate of the fair market rental value of the Premises for the next Renewal Term ("**Lessor's Proposal**") at least 12 months prior to the expiration of the Term.
- ii. Within three months after receiving Lessor's Proposal, the County will either accept, in writing, Lessor's good faith estimate of the fair market rental value of the Premises or submit to Lessor, in writing, the County's good faith estimate of the fair market rental value of the Premises.
- iii. If the parties fail to agree on the fair market rental value of the Premises within four months after County receiving Lessor's Proposal, the parties will engage a real estate appraiser with knowledge of the commercial real estate market in the area to determine the fair market rental value of the Premises. The parties shall each bear one-half of the cost of the appraiser.
- iv. The period between County's receipt of the Lessor's Proposal and the date the County either (x) exercises its option to renew for the Renewal Term at the agreed-upon fair market rental value, or (y) the option expires, is the "**Exclusive Negotiating Period.**" During the Exclusive Negotiating Period Lessor will not engage in negotiations with any other potential tenant for the lease of the Premises.
- v. No real estate commission will be due for a Renewal Term.

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

- a. **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 the Lessor) levied or assessed upon the Building and the real property upon which it is situated (the "**Property**"), 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

or the Property. 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.

- b. 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 the cost of Insurance, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the cost of Insurance actually paid by Lessor for an equivalent period of time in the Base Year.

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

- c. Operating Expenses. County's Proportionate Share of the Excess Amount of Operating Expenses, as defined below.

**"Excess Amount of Operating Expenses"** means the amount by which Operating Expenses in any calendar year (or portion thereof)-exceeds the Operating Expenses in the Base Year.

**"Operating Expenses"** means the actual cost of (i) janitorial and cleaning services and supplies provided to the Building and Property, (ii) the operation, repair and maintenance of the Building and Property, including all building systems serving the Building, including lighting, plumbing, HVAC, fire/life safety, elevator, and electrical systems, ceiling, flooring and other surfaces, and facilities personnel costs; (iii) pest and rodent control, (iv) landscaping and maintenance services provided to the Property, (v) costs that are included in Operating Expenses in the Base Year and not excluded below, and (vi) an administrative management fee, for services rendered either by Lessor or by a third party manager, that is equal to no more than five percent of the rents earned by the Property.

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 Building.
- ii. Depreciation of the Building or any major system of any service equipment in the Building or on the Property.
- iii. Any capital expenditures.

- iv. Costs and expenses associated with leasing to other tenants, including tenant improvement and the cost of enforcing any other tenant's lease.
  - v. Any cost incurred in complying with hazardous materials laws.
  - vi. 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. County's Proportionate Share of the Excess Amount of Utility Expenses, as defined below.

**"Excess Amount of Utility Expenses"** means the amount by which Utility Expenses, as defined below, in any calendar year exceeds the Utility Expenses in the Base Year.

**"Utility Expenses"** means the actual cost of gas and electric service, water, sewer service, and refuse collection services provided to the Property.

- e. Gross-Up Adjustment. If the Building occupancy during any part of any calendar year (including the Base Year) is less than 100%, Lessor may make an appropriate adjustment of the variable components of Operating Expenses and Utility Expenses for the relevant calendar year, as reasonably determined by Lessor using sound accounting and management principles, to reflect the Operating Expenses and Utility Expenses that would have been incurred had the Building been 100% occupied. This grossed-up amount will be considered to have been the amount of Operating Expenses and Utility Expenses for the relevant calendar year. For purposes of this subsection, variable components include only those components that are affected by variations in occupancy levels.

## 5. Payment of Additional Rent.

- a. Annual Estimates for Additional Rent. 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). That amount will be divided by the number of months in the year (or portion thereof) to determine the **"Estimated Monthly Excess Expenses."**
- b. Monthly Payments. County shall pay the Estimated Monthly Excess Expenses monthly in advance by the tenth day of each month. Estimated Monthly Excess Expenses for any fractional month will be prorated and computed on a daily basis with each day's Estimated Monthly Operating Expenses equal to one-thirtieth (1/30) of the then-current Estimated Monthly Common Area Operating Expenses.
- 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 Excess Expenses 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 Excess Expenses paid by the County during the period (a “**Reconciliation Statement**”).

- i. If County’s total payments of Estimated Monthly Excess Expenses for the period are less than the County’s Proportionate Share of the Excess Expenses for the period, County shall pay to Lessor the amount of the deficiency within 30 days after receipt of the Reconciliation Statement.
  - ii. If County’s total payments of Estimated Monthly Excess Expenses for the period exceed the County’s Proportionate Share of Excess Expenses for the period, Lessor shall refund the excess to County within 30 days after the County’s receipt of the Reconciliation Statement. If Lessor fails to refund the excess to the County within 30 days of the County’s receipt of the Reconciliation Statement, the County may deduct the amount owed to the County from subsequent payments of Rent until the 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 the County’s inspection and audit reveals the 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 the overpayment, with interest, is paid to the County in full. Lessor shall pay the full amount due to the County within 30 days of demand therefor. If Lessor fails to refund the amount of overpayment to the County within 30 days after the County’s demand therefor, the County may deduct the amount owed to the County from subsequent payments of Rent until the 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 90 after receipt of the Reconciliation Statement.
- 6. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.
- 7. Maintenance and Repairs.
  - a. Roof and Exterior of Premises. 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, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing, used in the Premises.

- b. Fire Extinguishers; Smoke Detectors; Strobe Alarms. Lessor shall provide fire extinguishers, smoke detectors, 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, and strobe alarms as needed.
- 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. 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, but if such alarm system is installed, Lessor may require the County to remove it at the end of the Term and repair any damage caused by the removal.
- 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 maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems, except that the County is responsible for the installation, maintenance and/or replacement of a supplemental HVAC system in the Technology/Server Room if one is deemed necessary, with Lessor's prior written approval that will not be unreasonably withheld. If such supplemental HVAC system is installed, Lessor may require County to remove it at the end of the Term and repair any damage caused by the removal.
- f. Elevators. Lessor shall maintain and repair the elevators in the Building in good order, condition and repair.
- g. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition and repair. Lessor shall install two electric vehicle charging stations in the parking lot for tenants and visitors to the Building. Lessor shall maintain the electric vehicle charging stations in good order, condition and repair.
- h. 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, the County may request the work be performed by Lessor. If Lessor agrees to perform the work, Lessor shall perform the work at the County's expense, (including expenses due to changes in scope, termination of work, or change of contractor). 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.

8. 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.
9. 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 B.
10. Assignment and Sublease. The County may not, without the prior written consent of Lessor, which consent may not be unreasonably withheld or delayed, assign this lease or sublet the Premises.
11. Signage. Lessor shall provide, at its sole cost and expense, Building-standard County identification information at the door to the Premises and on the Building directory.
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. 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.
13. Prior Possession. Commencing 30 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 effected without unduly interfering with Lessor's completion of any 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.
  - 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 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, or its proper representative or contractor, may enter the Premises without prior notice in case of emergency.
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 such 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.

19. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause, and repairs can be finalized within 60 days from the date of the damage under the applicable laws and regulations of governmental authorities, Lessor shall repair the damage promptly, unless there are less than 90 days remaining under the Term and the cost of the repair would exceed Seventy-Five Thousand Dollars (\$75,000), in which case, either party may elect to terminate the lease. Such partial destruction will not void this lease, except that, if the lease is not terminated pursuant to terms herein, County will be entitled to a proportionate reduction in Rent while 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 finalized in 60 days, County will have the option to terminate the lease or waive its right in writing to terminate the lease and request that Lessor make the repairs within a reasonable time. If County requests that the repairs be made, Lessor will make the repairs unless there are (i) less than 90 days remaining under the Term or (ii) the cost of the repair would exceed Seventy-Five Thousand Dollars (\$75,000.00), in which case, either party may elect to terminate the lease. 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 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.

21. 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.

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.

- i. Lessor's failure to complete the tenant improvements in accordance with the Work Letter.
- ii. Lessor's failure to perform any other 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.

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 and pursue any other remedy available at law.

- b. County. Upon the occurrence of a default by Lessor, and after any applicable cure period, 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 obligation to pay amounts due to the County under to this lease, including, but not limited to, amounts due pursuant to Section 5 (Payment of Additional Rent), Section 18 (Perilous Condition), 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: | CT Corporation<br>330 N. Brand Blvd., Suite #700<br>Glendale, CA 91203  |
| To County: | Contra Costa County<br>Public Works Department<br>40 Muir Road, Second Floor<br>Martinez, CA 94553<br>Attn: Principal Real Property Agent |
- 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, except that County will pay Rent equal to 110% of the Rent for the period immediately preceding the holdover until either the Lease is extended by amendment to a term of years, or terminated.
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. Real Estate Commission. In negotiating this lease, Lessor is represented by Cushman & Wakefield, and the County represents itself. Lessor shall pay a real estate commission to Cushman & Wakefield pursuant to a separate 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 Cushman & Wakefield.

Lessor shall pay to the County a real estate commission of 5% of the amount of the first five years of the Initial Term (\$99,855.29), and 2.5% of the amount of the second five years of the Initial Term (\$57,879.82), for a total commission amount of \$157,735.11 (the "**County Commission**"). Lessor shall pay one-half of the County Commission upon execution of this lease and the remainder on the Commencement Date.

Lessor warrants that no other broker or finder, other than Cushman & Wakefield and the County, can properly claim right to a leasing commission or a finder's fee based upon contacts with the County with respect to the Building. 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, attorney's fees and costs, or the payment of a real estate commission to any party, other than Cushman & Wakefield and County, resulting from any claim for a fee or commission by an broker or finder, in connection with the Building and this lease.

32. Accessibility Inspection Disclosure. Lessor and County acknowledge and agree that the Premises have not been inspected by a Certified Access Specialist ("CASp") pursuant to Section 1938 of the Civil Code (the "**Code**"). The parties further agree, pursuant to subdivision (e) of Section 55.53 of the Code that a CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, Lessor may not prohibit County from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of County, if requested by the 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 the construction-related accessibility standards within the Premises.

[Remainder of Page Intentionally Left Blank]

Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease or the Work Letter. 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 as of the date set forth in the introductory paragraph.

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

2600 Stanwell, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Warren Lai  
Director of Public Works

By: \_\_\_\_\_  
Mollie Westphal  
President

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Stacey Sinclair  
Real Property Agent

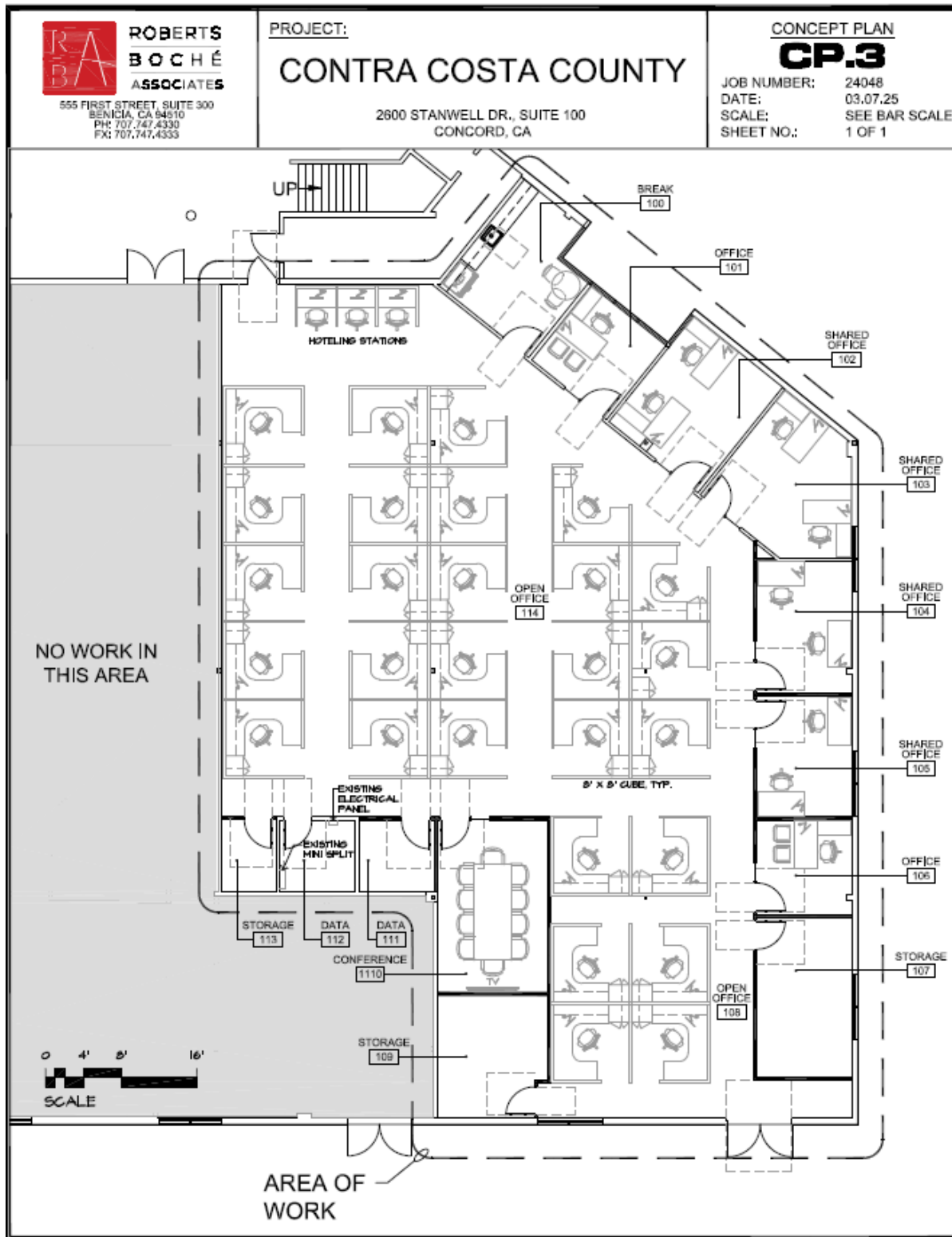
APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

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Exhibit A

SUITE 100



# SUITE 104



**ROBERTS  
BOCHÉ  
ASSOCIATES**

555 FIRST STREET, SUITE 300  
BERNICA, CA 94510  
PH: 707.747.4330  
FX: 707.747.4333

PROJECT:

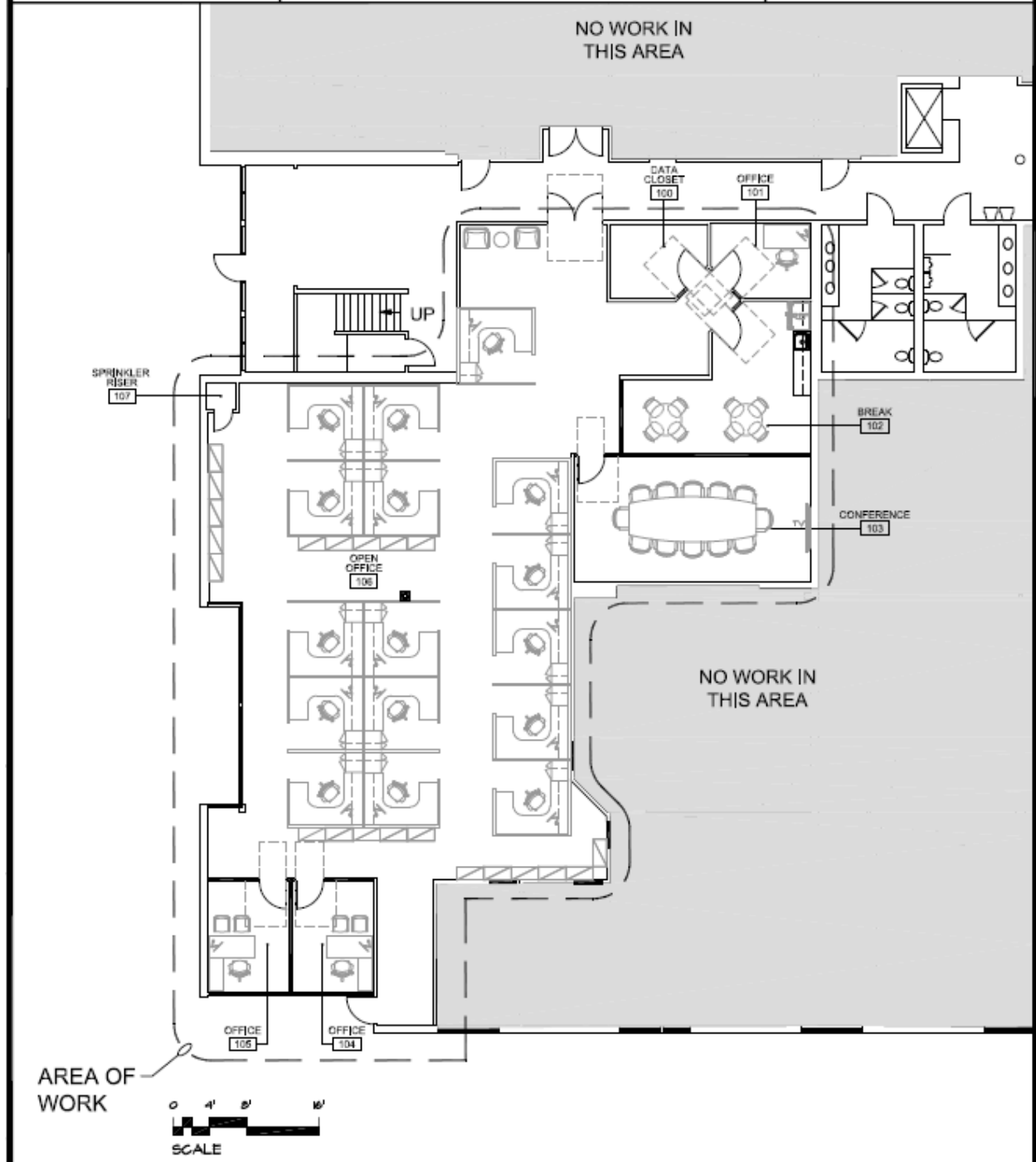
**CONTRA COSTA COUNTY**

2600 STANWELL DRIVE, SUITE 104  
CONCORD, CA

CONCEPT PLAN

**CP.3**

JOB NUMBER: 25010  
DATE: 03.07.25  
SCALE: SEE BAR SCALE  
SHEET NO.: 1 OF 1



SUITE 200

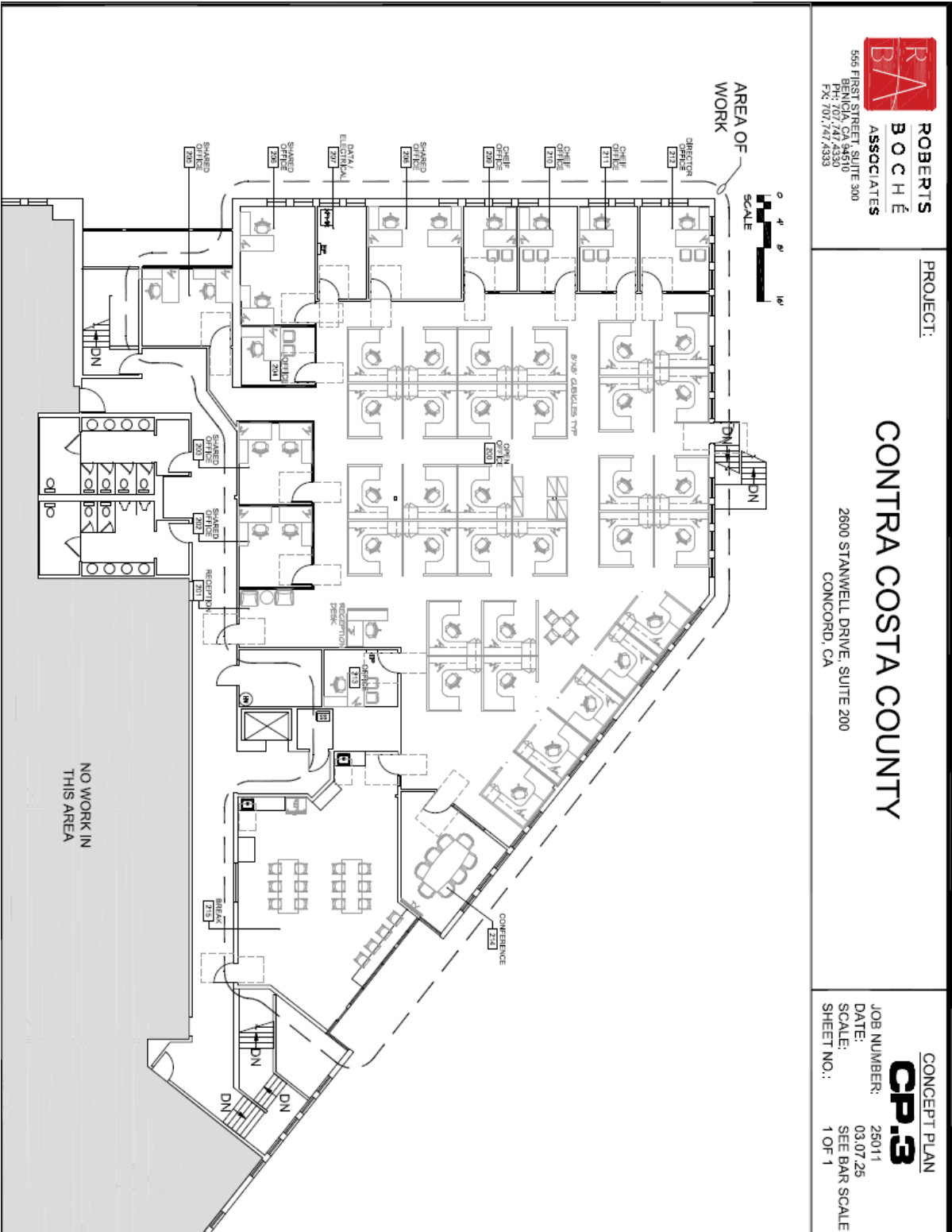


Exhibit B

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. \_\_\_\_\_

**Subordination, Non-Disturbance and Attornment Agreement**

This agreement is dated \_\_\_\_\_, 20\_\_, 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 \_\_\_\_\_, 20\_\_ (the “**Lease**”) between the Tenant and \_\_\_\_\_, a \_\_\_\_\_ (the “**Landlord**”), Landlord is leasing to the Tenant certain space in the building located at [*insert address of building*], 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 \_\_ 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 A.5 of the Lease. No advance rents have been prepaid.
- (d) In addition to monthly rent payments, the Tenant is responsible for a portion of the cost of improvements to the premises, in accordance with Section C.4 and C.5 of the Lease.
- (e) The improvements described in the Lease have not been completed or accepted by Tenant.
- (f) Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
- (g) Upon its execution, the Lease will be in full force and effect.
- (h) All rent payments will be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successors and assigns.
- (i) 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.
- (j) 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. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, 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;
- (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.

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 30 days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such 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.

[Remainder of Page Intentionally Left Blank]

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]**

