

LEASE

CONTRA COSTA COUNTY LIBRARY - PROJECT SECOND CHANCE

2151 Salvio Street, Suite 310
Concord, California

This lease is dated September 16, 2025, and is between AUTUMN WOOD I, LP, PINWOOD CONDOMINIUMS, LP, and VACA VILLA APARTMENTS, LP (together, the “**Lessor**”) on the one hand and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”) on the other.

Recitals

- A. Lessor is the owner of the building located at 2151 Salvio Street, Concord, California (the “**Building**”).
- B. The County current occupies approximately 2,075 square feet of office space in the Building consisting of Suite 296 and Suite 299 pursuant to a sublease with International Education Center (“**Sublessor**”) dated May 18, 2020. Following the demise of Sublessor, the County commenced paying the rent due under the sublease directly to the Lessor, which rent was accepted by Lessor, thereby creating a tenancy at will, terminable by either party with proper notice. The tenancy at will is the “**Rental Agreement**.”
- C. The parties now desires to enter into a lease governing the County’s use of a portion of the Building consisting of approximately 6,603 square feet of floor space known as Suite 310 (the “**Premises**”), which is shown in the “as built” floor plan attached as Exhibit A. Prior to the County taking possession of the Premises, Lessor will complete the tenant improvements described in Exhibit B. The Commencement Date of the lease is defined in Exhibit B.
- D. The Rental Agreement terminates on the Commencement Date of the 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, a Renewal Term, each as defined below.

- a. Initial Term. The “**Initial Term**” is five years and six months, commencing on the Commencement Date.
 - b. Renewal Terms. County has one option to renew this lease for a term of two years (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 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 fifteen 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 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 first day of each month during the Initial Term and, if applicable, the Renewal Term, in the amounts set forth below:

a. Initial Term.

<u>Months</u>	<u>Monthly Rent</u>
0-6	Abated
7-18	\$14,526.60
19-31	\$14,962.40
32-44	\$15,411.27
45-57	\$15,873.61
58-66	\$16,349.82

- 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 20 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 270 days prior to the commencement of the Renewal Term, the parties will engage a real estate appraiser with knowledge of the commercial real estate market in the area to determine the fair market value of the Premises. The parties shall each bear one-half the cost of the appraiser.
- c. Rent for any fractional month will be prorated and computed on a daily basis with each day’s rent equal to one-thirtieth (1/30) of the monthly Rent.

4. Tenant Improvements.
 - a. Lessor shall cause the improvements described in Exhibit B and Exhibit C (the “IT Room Improvements”) to be made to the Premises. The anticipated cost of the IT Room Improvements is \$24,300.00.
 - b. The County will reimburse Lessor for up to \$24,300.00 for the cost of the IT Room Improvements; provided, however, if a change order is approved in writing by the County and the change order causes the cost of the IT Room Improvements to exceed \$24,300.00, the amount the County will reimburse Lessor will be adjusted accordingly.
 - c. Lessor shall invoice the County for the IT Room Improvements upon their completion. County shall pay Lessor within 60 days after receipt of the invoice.
5. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.
6. Modified Full-Service Lease. This is a full-service lease subject to the requirements of Section 7 (Additional Rent). Lessor shall pay all the Building’s operating costs, including without limitation, the cost of Utilities, Operating Expenses, Real Property Taxes, and Insurance, all as defined below.
7. Additional Rent. In addition to the Rent, in each year following the calendar year 2025 (the “**Base Year**”), County shall pay Lessor the amounts set forth below (collectively, “**Additional Rent**”). Lessor shall invoice County for any Additional Rent due within 90 days after the end of each calendar year during the Term, beginning in the year that immediately follows the Base Year. County has the right, exercisable upon reasonable prior written notice to Lessor, to inspect Lessor’s books and records relating to the amounts charged to County as Additional Rent. County shall cause any such inspection to occur with 90 days of receipt of the annual invoice. In the absence of a manifest error in the invoice, County may not withhold payment of the invoice until after the completion of such inspection.
 - a. Proportionate Share. For purposes of this lease, “**Proportionate Share**” means the ratio, expressed as a percentage of the square footage of the Premises to the total square footage of the Building. The parties estimate County’s Proportionate Share of the Building to be 5.49%.
 - b. 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 actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Operating Expenses in the Base Year, provided,

however, in no event may the Excess Amount of Operating Expenses exceed 3% in any year.

“Operating Expenses” means the cost of (i) janitorial services and cleaning supplies provided to the Building, (ii) the operation and upkeep of all building systems serving the Building, including lighting, plumbing, HVAC, fire/life safety, electrical systems, ceiling, flooring and other surfaces, and (iii) pest and rodent control.

Notwithstanding any provision of this lease to the contrary, Lessor and County acknowledge and agree that the following items are excluded from Operating Expenses to be reimbursed or paid by County:

- 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.
 - iii. All costs and expenses associated with leasing to other tenants, including tenant improvement allowances, attorneys’ fees, brokerage commissions, and architectural fees, if any.
 - iv. Any cost incurred in complying with hazardous materials laws.
 - v. Capital taxes, income taxes, corporate taxes, corporation capital taxes, excise taxes, profits taxes, or other taxes personal to the Lessor.
- c. Utility Expenses. County’s Proportionate Share of the Excess Amount of Utility Expense.

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

“Utility Expenses” means the cost of gas and electric service, water, sewer and refuse collection services provided to the Building.

- d. 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, any state or local business taxes or fees measured by or assessed upon gross rentals or receipts, and other government charges, general and special, including, without limitation, assessments for public improvements or benefits, that are, during the Term of this lease, assessed, levied, and imposed by any governmental authority upon the Building. Real Property Taxes do not include any late fees or penalties, any municipal, county, State or Federal net income, estate, succession, inheritance, sales, use, or franchise taxes of Lessor or documentary or transfer taxes.

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

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

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

- 8. Obligation to Pay Utilities. Lessor shall pay for all water, sewer, gas, electricity, and refuse collection services provided to the Premises.

- 9. Maintenance and Repairs.

- a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing used in the Premises.
- b. 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.

- 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. 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.
 - f. Exterior Lighting; Landscaping. Lessor shall maintain the exterior lighting system, and landscaping in good order, condition and repair.
 - g. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling or similar work that is beyond Lessor's responsibilities under this lease, at County's request, Lessor shall perform the work at County's expense. In performing the work, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor 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. 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 C.
12. Assignment and Sublease. County has the right to assign this lease or sublease the Premises or any part of the Premises at any time during the Term. Upon the assignment of the lease by County, the County will have no further obligation under the lease.
13. 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.
14. Prior Possession. Commencing 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 and can be effected without unduly interfering with Lessor's completion of any tenant improvements.

15. 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.

16. 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.

17. 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.

18. 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.

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 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.

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 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.

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. 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 default cannot reasonably be remedied within the 30 day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of 90 days, provided County commences curing the default within 30 days and thereafter diligently proceeds to cure the default.
- b. Lessor.
 - i. Lessor's failure to complete the Tenant Improvements in accordance with Exhibit B - Tenant Improvements.
 - 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.

24. 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. If Lessor fails to complete the Tenant Improvements in accordance with the Improvement Agreement, County may terminate this lease by giving written notice to Lessor with no cost or obligation to County. Such termination is effective on the effective date of the written notice. Upon the occurrence of any other default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay in full promptly upon receipt.

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: LeFever Mattson Property Management
6359 Auburn Blvd., Suite
Citrus Heights, CA 95621

To County: Contra Costa County
Public Works Department
Attn: Principal Real Property Agent
40 Muir Road, Second Floor
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. Real Estate Commission. In negotiating this lease, Lessor is represented by Colliers International, (“**Colliers**”) and the County represents itself. Lessor shall pay a real estate commission to Colliers pursuant to a separate written agreement. Lessor recognizes and acknowledges that the County is entitled to a real estate commission when it represents itself. The County warrants to Lessor that County’s contact with Lessor in connection with this Lease has been directly with Colliers.

Lessor shall pay to the County a real estate commission equal to \$22,973.04 as follows: one-half upon the execution of this lease and one-half on the Commencement Date.

Lessor warrants that no other broker or finder, other than Colliers Parrish International, Inc. 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 Building. 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 Parrish International, Inc. and the County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Building and this lease.

32. Intentionally Omitted.

[Remainder of Page Intentionally Left Blank]

33. 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

Autumn Wood I, LP

By: _____
Warren Lai
Director of Public Works

By: _____
Brad Sharp for LeFever Mattson,
General Partner

RECOMMENDED FOR APPROVAL:

Pinewood Condominiums, LP

By: _____
Jessica Dillingham
Principal Real Property Agent

By: _____
Brad Sharp for LeFever Mattson,
General Partner

By: _____
Stacey Sinclair
Senior Real Property Agent

Vaca Villa Apartments, LP

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Brad Sharp for LeFever Mattson,
General Partner

By: _____
Kathleen M. Andrus
Deputy County Counsel

EXHIBIT A AS – BUILT FLOORPLAN

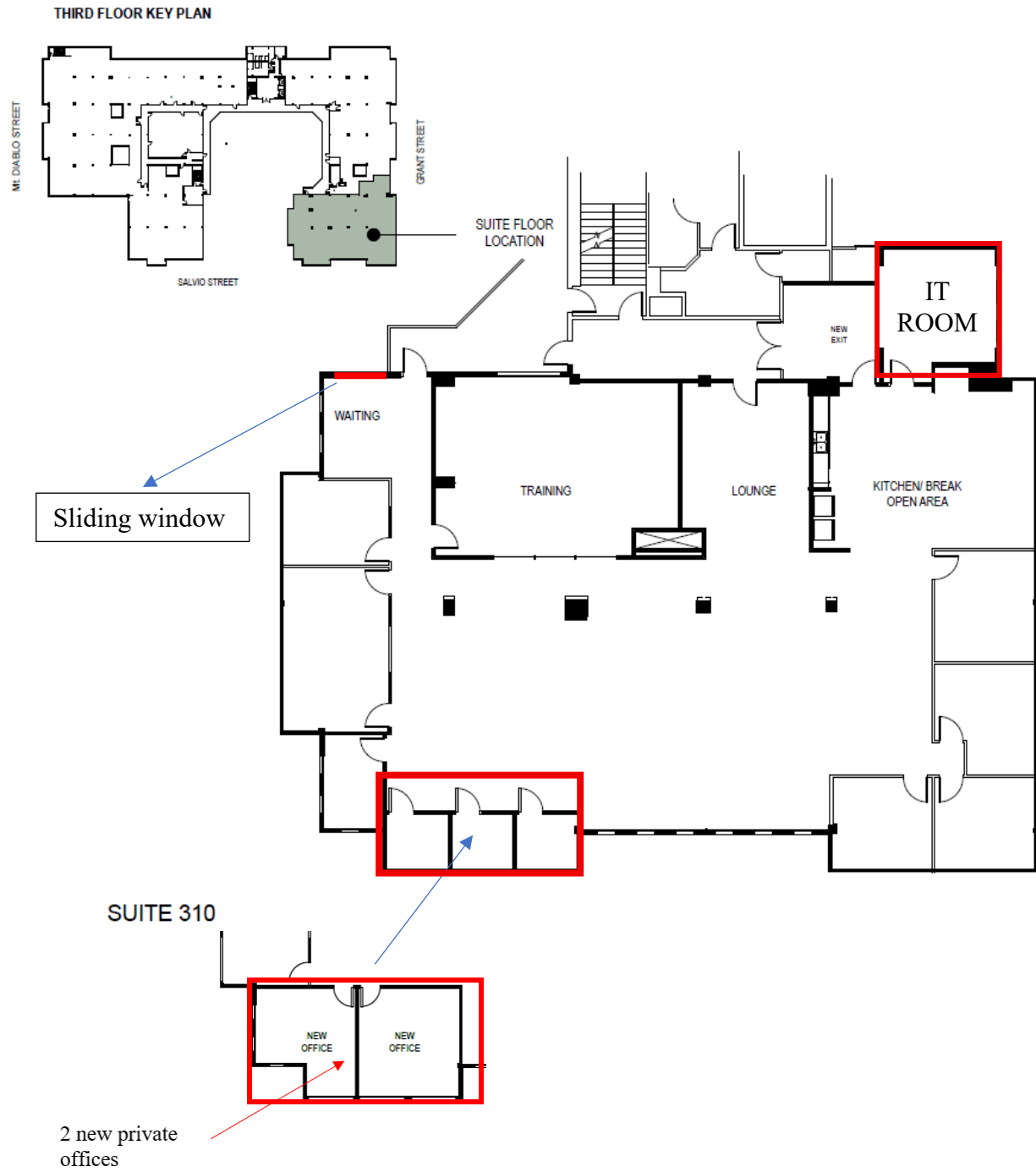


EXHIBIT B
TENANT IMPROVEMENTS

I. Tenant Improvements. Lessor, at Lessor's expense, shall cause the following improvements to be made to the Premises as shown on the as-built floorplan (Exhibit A) (together, the "**Tenant Improvements**"):

- i. Reconfigure the three phone closets to create two new private offices where indicated on the floorplan, Exhibit A.
- ii. Paint the interior of the Premises in mutually agreed upon colors.
- iii. Replace the carpet using a building standard, mutually agreed upon product and color.
- iv. Clean and polish existing kitchen flooring.
- v. Replace any stained ceiling tiles with new ceiling tiles throughout the suite.
- vi. Install glare coating/frosting on the windows/doors leading into the kitchen and the two large floor to ceiling windows at the entrance.
- vii. Install an additional outlet or outlets as necessary to ensure that there are outlets on two of the four walls in each office.
- viii. Install building standard signage, to describe the Premises, in the ground floor directory, the directory on the third floor and at the entrance to the Premises.
- ix. IT room tenant improvements (proposal attached as Exhibit C):
 - a. Demolish existing phone board and install (1) ea 3/4" x 4'x8' FT plywood
 - b. Anti-static flooring 6'x9', VCT, demo existing
 - c. Electrical outlets
 - d. HVAC ½ Ton split system
 - e. Acoustic ceiling work
 - f. Roofing work

II. Completion Notice; Inspection; Substantial Completion Date.

- i. When Lessor deems the Tenant Improvements to be Substantially Complete, as defined below, Lessor shall tender delivery to County by delivering a notice to that effect to the County (a "**Completion Notice**"). For purposes of this lease, "**Substantially Complete**" means (1) there is no incomplete or defective work that unreasonably interferes with County's use of the Premises, (2) the scope of work has been properly executed in accordance

with the attached Floorplan, and (3) all utilities are hooked up and available for use by County in the Premises.

- ii. Upon receipt of the Completion Notice, a representative of the County, and a representative of the Lessor will immediately inspect the Premises for the purpose of establishing that the Tenant Improvements are Substantially Complete. Once the County is satisfied that the Tenant Improvements appear to be Substantially Complete, the County will so indicate by countersigning the Completion Notice. The Premises will be deemed delivered to County on the day that the County countersigns the Completion Notice (the **“Commencement Date”**).

- III. Punchlist. The County has 60 days from the Commencement Date to provide Lessor with a written list of any items that are defective or incomplete (a **“Punchlist”**). The County’s failure to specify an item on the Punchlist, however, does not waive Lessor’s obligation to construct the Tenant Improvements in accordance with this lease. Lessor shall remedy all items on the Punchlist as soon as practicable and in any event within 30 days of Lessor receiving the Punchlist. If Lessor fails to remedy all items on the Punchlist within the 30-day period (exempt as to items, if any, that require more than 30 days to complete), then County may, upon 20 days prior notice to Lessor, complete any Punchlist items and deduct the cost of such work from the Rent next coming due under the lease.

EXHIBIT C
IT ROOM PROPOSAL



RE Contra Costa County IT Room
2151 Salvio St. Ste. 310
Concord, CA 94520

August 11, 2025

BUDGET PROPOSAL

1. Demo Existing Phone Board & Install (1) ea ¾" x 4' x 8' FT Plywood.....	\$ 300.00
2. Anti Static Flooring 6' x 9', VCT, Demo Existing.....	\$ 4,000.00
3. Electrical.....	\$ 3,500.00
4. H.V.A.C ½ Ton Split System.....	\$ 9,000.00
5. Acoustical Ceiling Work.....	\$ 1,000.00
6. Roofing Allowance.....	\$ 3,500.00
7. Misc. Items, General Conditions.....	\$ 1,000.00
Subtotal Estimated Construction.....	\$ 22,300.00
Construction Fee.....	\$ 2,000.00
Total Estimated Construction & Fees.....	\$ 24,300.00

Exclude: Permits & Fees, Data, Plumbing, Any Items Not Shown Above, Any Upgrades
To Existing Conditions Not Known at this Time.

EXHIBIT D

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]