

LEASE

Public Works Department – Print and Mail Division
Agriculture Department
2366 Stanwell Circle
Concord, California

This lease is dated September 22, 2015, and is between the HOLMGREN PARTNERSHIP, a California general partnership (“**Lessor**”), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”).

Recitals

- A. Lessor is the owner of (i) that certain property located at 2366 Stanwell Circle, Concord, California (the “**Property**”), and (ii) a parcel of land adjacent to the Property with Assessor’s Parcel Number (APN) 112-252-022 (the “**Adjacent Lot**”) (together, the Property and the Adjacent Lot are the “**Premises**”). The Premises is more particularly described in Exhibit A.
- B. Lessor and County are parties to a lease dated June 24, 2003, under which the County is leasing the Premises from Lessor (the “**Original Lease**”). Upon execution of this lease, the Original Lease is being terminated.
- C. The Property has been improved with a warehouse and office building that is approximately 21,355 square feet in size (the “**Building**”) and asphalt parking lots. The Adjacent Lot has been improved with an asphalt parking lot and a perimeter fence with a motorized gate.
- D. County has improved the Premises by repaving the asphalt parking lot and adding an additional motorized gate to the parking area on the west side of the building (the “**Tenant Improvements**”). As partial consideration for this lease, Lessor has agreed to reimburse County Fifty-Two Thousand Two Hundred Forty-Eight Dollars (\$52,248) (the “**Lessor’s Share**”), which is one-half the cost for the Tenant Improvements.
- E. Lessor and County are parties to a lease dated September 25, 2001, under which the County is leasing certain real property from Lessor that is located at 2355 Stanwell Circle, Concord, California (the “**Health Clinic Lease**”). The real property leased to the County pursuant to the Health Clinic Lease includes a parcel of land that is improved with a parking lot, as more particularly described in Exhibit B (the “**Parking Lot**”). As partial consideration for this lease, Lessor is granting County the right to lease the Parking Lot from Lessor if the Health Clinic Lease expires or terminates during the term of this lease.

The parties therefore agree as follows:

Agreement

1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, 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 five years, commencing on September 1, 2015 (the “**Commencement Date**”) and ending August 31, 2020.
 - b. Renewal Terms. County has one option to renew this lease for a term of five years (the “**Renewal Term**”) upon all the terms and conditions set forth herein.
 - i. County will provide Lessor with written notice of its election to renew the Lease thirty 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 County’s receipt of Lessor’s written demand that County exercise or forfeit the option to renew.
 - ii. Upon the commencement of the Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.
3. Rent. County shall pay rent to Lessor monthly in advance. Subject to Section 5 (Cost Rebate) below, rent is payable on the tenth day of each month during the Initial Term and, if applicable, the Renewal Term, in the amounts set forth below:
 - a. Initial Term. Twenty-One Thousand Three Hundred Fifty-Five Dollars (\$21,355.00) per month.
 - b. Renewal Term. Twenty-Three Thousand Nine Hundred Fifteen Dollars (\$23,915.00) per month.

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.

Payments are to be mailed to: The Holmgren Partnership, c/o Lynne Holmgren-Law, 90 Bayview Drive, San Rafael, CA 94901.
4. Additional Rent. In addition to the rent set forth above, County shall pay Lessor the amounts set forth below (collectively, “**Additional Rent**”). Lessor shall invoice County for any Additional Rent due within ninety days after the end of each calendar year during the Term. County shall pay the amount so invoiced within thirty days of receipt of the invoice. County has the right, exercisable upon reasonable prior written notice to Lessor,

to inspect Lessor's books and records relating to the amounts charged to County as Additional Rent. County shall cause any such inspection to occur within ninety days of receipt of the annual 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 feet of the Premises to the total square footage of the Building. As of the date of this Lease, the parties estimate that County's Proportionate Share of the Building is 100%.
- b. Real Property Taxes. County's Proportionate Share of the Real Property Tax Expense, as defined below.

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

"**Real Property Taxes**" means and includes all taxes, assessments (amortized over the longest period available to Lessor) levied or assessed upon the 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 governmental 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 transfer taxes, or tax increases of any kind in connection with the transfer, sale or change in ownership of all or part of the Building.

- c. Insurance. County's Proportionate Share of the Insurance Expense, as defined below.

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

"**Insurance**" means the All Risk Property Insurance maintained by Lessor covering the Building for all perils included within the classification of fire, extended coverage, vandalism, and malicious mischief, but excluding earthquake and flood insurance, 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.

- d. Maintenance and Repairs. County's Proportionate Share of the CAM Charges, as defined below.

"**CAM Charges**" means common area maintenance charges and includes (i) all actual costs and expenses incurred by Lessor to operate and maintain those areas within the Building, including the Building's entrances, walkways, sidewalks,

lavatories, drives, parking facilities, and other areas that are not leased or held for lease but are within or contiguous to or serving the Building and are necessary or desirable for County's full use and enjoyment of the Premises (the "**Common Area**"), to repair Common Area facilities when reasonably required, to clean and remove trash from the Common Area and to provide security services to the Common Area, (ii) all actual costs and expenses incurred by Lessor to maintain and repair all common areas, parking lots, sidewalks, driveways, all landscaped areas, and other areas that are used in common by the tenants or occupants of the Building, and (iii) an administrative fee for services rendered by a third party manager that is equal to no more than ten percent of the total CAM Charges, excluding administrative expenses, taxes, and insurance premiums.

Notwithstanding any provision of this Lease to the contrary, Lessor and County acknowledge and agree that the following items are excluded from CAM Charges or other Additional Rent to be reimbursed or paid by County:

- i. Payments on any loans or ground leases affecting the Building.
 - ii. Depreciation of any Building or any major systems of Building service equipment.
 - iii. All costs and expenses associated with leasing to other tenants, including tenant improvements 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.
5. Cost Rebate: As partial consideration for this lease, within thirty (30) days after the execution of this lease by both parties, Lessor shall either (i) reimburse the Lessor's Share to County, or (ii) advise County in writing that County may offset rent due under this lease until County has been fully reimbursed the Lessor's Share. If Lessor fails to reimburse the Lessor's Share or give such notice to County within the time period allowed, County may offset rent due under this lease until County has been fully reimbursed the Lessor's Share. If requested by Lessor in writing, County will provide Lessor with documentation evidencing the cost of the Tenant Improvements.
6. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.
7. Obligation to Pay Utilities. County shall pay for all gas, electric, water, sewer and refuse collection services provided to the Premises.

8. Maintenance and Repairs.
- a. Roof and Exterior of Building. County shall keep the roof and exterior of the Building in good order, condition, and repair, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing, and all locks and key systems used in the Building.
 - b. Interior of Building. County shall keep and maintain the interior of the Building in good order, condition and repair. The County may install and maintain an alarm system if deemed necessary by County.
 - c. Utilities. County shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
 - d. HVAC. County shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems.
 - e. Parking; Exterior Lighting; Landscaping. County shall maintain the parking lot and exterior lighting system, and landscaping, in good order, condition and repair.
9. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond Lessor's responsibilities under this lease, at County's request, Lessor shall perform such service at County's expense. In performing the service, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor thirty (30) days prior written notice, change the level of service, terminate any or all service, or require that a service be performed by a different contractor.
10. Structural Integrity. Notwithstanding anything to the contrary in this lease, Lessor is responsible for the structural integrity of the Building, including, but not limited to, structural damage to the foundation and roof, and termite damage.
11. 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.
12. 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 such lien to execute and deliver to County a Subordination, Non-Disturbance and Attornment Agreement that is in substantial conformity with Exhibit C hereto.
13. Assignment and Sublease. County has the right to assign this lease or sublease the Premises or any part thereof at any time during the Term. Upon the assignment of the lease by County, the County will have no further obligation under the lease.

14. 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.
15. Insurance.
 - a. County Liability Coverage. 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 aforementioned 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. Waiver of Subrogation. County and Lessor each hereby waives any and all rights of recovery against the other, and against the officers, employees, agents and representatives of the other, for loss of or damage to the property of the waiving party or the property of others under its control, to the extent such loss or damage is covered by proceeds received under any insurance policy carried by Lessor or County and in force at the time of such loss or damage. Tenant and Lessor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this lease.
17. 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.
18. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises.
19. 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.

20. Perilous Conditions. If the County's Public Works Director 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 Public Works Director, 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 twenty-four (24) hours after County's notice or to immediately address an emergency situation, County may attempt to resolve the Perilous Condition or emergency situation. Lessor shall reimburse County for any costs incurred by County in addressing the Perilous Condition or emergency situation promptly upon receipt of County's invoice.

21. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within sixty days from the date of the damage under the applicable laws and regulations of governmental 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 such repairs are being made. The proportionate reduction in rent will be calculated by multiplying the amount of rent by a fraction, the numerator of which is the number of square feet in the Building that are unusable by County and the denominator of which is the total number of square feet in the Building.

If repairs cannot be made in sixty 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 a total destruction of the Building.

22. 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.

23. 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.

24. Default.

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

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

sufficient detail; provided, however, if such default cannot reasonably be remedied within such thirty 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 ninety days, provided County commences curing such default within thirty days and thereafter diligently proceeds to cure such default.

- b. Lessor. Lessor's failure to perform any obligation under this lease if such failure is not remedied within thirty days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty 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 ninety days, provided Lessor commences curing such breach within thirty days and thereafter diligently proceeds to cure such breach.

25. Remedies.

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

26. Right of First Refusal. If during the Term of this lease, Lessor desires to sell all or any portion of the Premises or the Parking Lot, Lessor shall first offer to sell such property to County. If County refuses to buy such property, Lessor may then offer the property for sale to others at no less than those terms and conditions offered to County. In addition, if Lessor receives an unsolicited third-party offer, and Lessor desires to sell all or any portion of the Premises or the Parking Lot, Lessor shall first offer to sell such property to County on the same terms proposed by the third party. If County refuses the offer, Lessor may offer to sell such property to that third-party, provided, however, County's right of first refusal remains in effect for all subsequent third-party offers throughout the Term of the Lease.

27. Right to Lease Parking Lot. As partial consideration for this lease, if the Health Center Lease expires or is terminated during the term of this lease, County has the exclusive right to lease the Parking Lot from Lessor. Upon the expiration or termination of the Health Center Lease, County shall notify Lessor, in writing, whether County intends to lease the Parking Lot from Lessor. The rent to be paid for the lease of the Parking Lot will be a reasonable rate, as determined by the Lessor and County in good faith.

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

To Lessor: The Holmgren Partnership
 c/o Lynne Holmgren-Law
 90 Bayview Drive
 San Rafael, CA 94901

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 that 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.

29. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
30. 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.
31. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
32. Governing Law. The laws of the State of California govern all matters arising out of this lease.
33. Severability. In the event that any provision herein contained 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.
34. Recording. 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.

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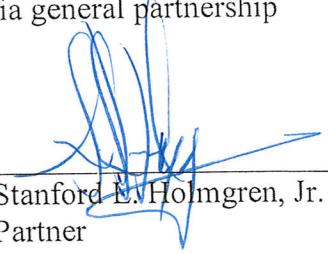
35. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one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

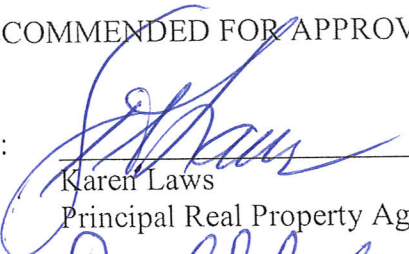
COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

THE HOLMGREN PARTNERSHIP, a
California general partnership

By: _____
Julia R. Bueren
Director of Public Works

By: 
Stanford E. Holmgren, Jr.
Partner

RECOMMENDED FOR APPROVAL:

By: 
Karen Laws
Principal Real Property Agent

By: 
Steven B. Van Horn
Senior Real Property Agent

APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

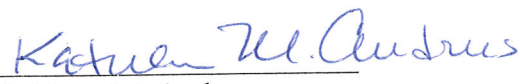
By: 
Kathleen M. Andrus
Deputy County Counsel

EXHIBIT “A”

LEGAL DESCRIPTION

2366 Stanwell Circle, Concord, California

Parcel 1: Lot 13, as said lot is shown on the map of Subdivision 3564, filed August 10, 1966, in Book 112 of Maps, Pages 29 to 31 inclusive, in the Office of the County Recorder of Contra Costa County.

Parcel 2: Parcel B, as said parcel is shown on the map of Resubdivision Lots 14 and 15, Subdivision 3564, filed December 18, 1968, in Book 6 of parcel Maps, Page 30, in the Office of the County Recorder of Contra Costa County.

APN 112-252-022

Parcel A as said parcel is shown on parcel map, Resubdivision lots 14 and 15, Subdivision 3564, filed December 18, 1968, in Book 6 of parcel maps, Page 30, in the office of the County Recorder of Contra Costa County.

1970-1-6 P.M. 30-12-18-68
 2-3 P.M. 23 4/23/68

PARKING LOT APN 112-252-006

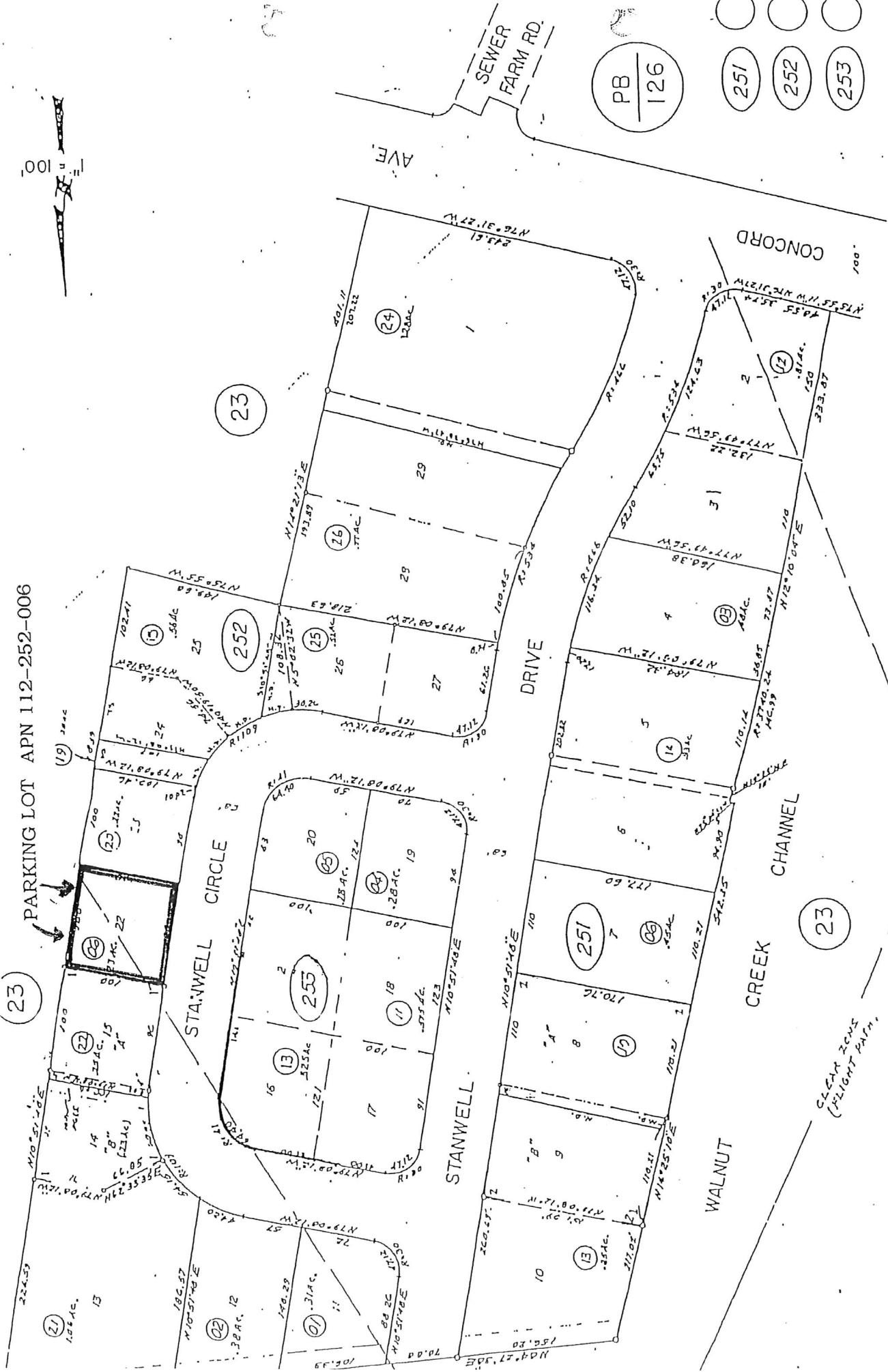


EXHIBIT B

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 Nos. 112-252-021 and 112-252-022

Subordination, Non-Disturbance and Attornment Agreement

This agreement is dated _____, 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 _____, 2015, (the "**Lease**") between the Tenant and the Holmgren Partnership (the "**Landlord**"), Landlord is leasing to the Tenant the building located at 2366 Stanwell Circle, California and an adjacent parking lot (APN 112-252-022) 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 12 – Subordination, Non-Disturbance and Attornment 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:
 - 1. The term of the Lease commences on September 1, 2015 and will terminate on August 31, 2020.

- (b) The current monthly rent payment under the Lease is set forth in Section 3 – Rent 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.
- (h) 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 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. This agreement binds and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

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 _____
Julia R. Bueren
Director of Public Works

LENDER

Name of Lender., a

By _____
Name
Title

By _____
Name
Title

[Attach Notary Forms]

Exhibit D

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
General Services Department
2355 Glacier Drive
Martinez, CA 94553

Assessor's Parcel No. 112-252-022

MEMORANDUM OF LEASE

This Memorandum of Lease is dated _____, 2015, and is between the Holgren Partnership, a California general partnership (Landlord), and the County of Contra Costa, a political subdivision of the State of California (Tenant).

On September 22, 2015, Landlord and Tenant entered into a written lease (Lease) by which Tenant agreed to lease a portion of the building commonly known as 2366 Stanwell Circle, Concord, California from Landlord. The portion of the building being leased consists of approximately 21,355 square feet of floor space, and asphalt parking lots. The legal description of the real property where the building is located is set forth in Exhibit A, which is attached to this memorandum.

The Lease is for a period of five years and commenced on September 1, 2015 and continues to August 31, 2020. Tenant has an option to extend the Lease for an additional five years on certain conditions in the Lease.

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.

The Holmgren Partnership, a California
general partnership

Dated _____

By _____
Stanford L. Holmgren, Jr.
Partner

County of Contra Costa, a political subdivision
of the State of California

Dated _____

By _____
Julia R. Bueren
Director of Public Works

STATE OF ^{Colorado} CALIFORNIA)
COUNTY OF ^{San Miguel} ~~CONTRA COSTA~~)

On September 4, 2015, before me, Carol Korn, Notary Public, personally appeared, Stanford L. Holmgren, Jr. who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

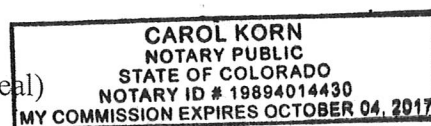
I certify UNDER PENALTY OF PERJURY under the laws of the State of ^{Colorado} ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

On _____, 201_, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)