

## COMMERCIAL SUBLEASE

This Sublease Agreement (“**Sublease**”), is made this day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the COUNTY OF SONOMA, a political subdivision of the State of California, (“**Sublandlord**”) and GENOA HEALTHCARE. LLC, a Pennsylvania limited liability company (“**Subtenant**”).

WHEREAS, pursuant to that certain lease dated December 5, 2017, by and between SR Lakes Waterfall DE, LLC and Redbird SR Lakes Waterfall DE, LLC (together the “**Prime Landlord**”) and Sublandlord, as tenant (the “**Prime Lease**”), Prime Landlord leased and let unto Sublandlord that certain building, together with improvements thereon and appurtenances thereto, all located at 2235 Challenger Way, Santa Rosa, CA 95407 (hereinafter the “**Premises**”) and more particularly described in the Prime Lease; and

WHEREAS, Sublandlord wishes to sublease and sublet unto Subtenant, and Subtenant desires to sublease and take from Sublandlord, a portion of the Premises demised under the Prime Lease on the terms and conditions set forth herein.

NOW, THEREFORE, Sublandlord leases to Subtenant and Subtenant leases from Sublandlord the Subleased Premises described below on the terms and conditions stated below:

1. **The Subleased Premises.** The Subleased Premises contains approximately 329 square feet of space (the “**Subleased Premises**”) located in Suite 108, Room P, in the building known as 2235 Challenger Way, Santa Rosa, CA 95407 (the “**Building**”) as more fully shown on the site plan (“**Site Plan**”) attached hereto as Exhibit A. Sublandlord grants to Subtenant access to and use of the common areas (the “**Common Areas**”) in the Building and on the land surrounding the Building (the “**Land**”).

2. **Performance for the Benefit of Sublandlord.** Except as the context may otherwise require, Subtenant’s agreements, covenants, and obligations under this Sublease are made, given, and are to be performed, solely for the benefit of Sublandlord, and not for the benefit of Prime Landlord or any other person or entity, and it is specifically acknowledged and agreed that Subtenant shall have no contractual privity with or obligation to Prime Landlord.

3. **Covenants of Quiet Enjoyment and Possession.**

3.1. Subtenant’s Right to Quiet Enjoyment. Sublandlord warrants, covenants and agrees that Subtenant may peaceably hold and enjoy the Subleased Premises during the Term of this Sublease, subject to the terms and conditions of the Prime Lease.

3.2. Sublandlord’s Authority. Sublandlord represents and warrants that Sublandlord has the power and authority to execute and deliver this Sublease and to comply with all the provisions hereof and that the Subleased Premises will be delivered to Subtenant free and clear of the right of possession of any party other than Subtenant. Sublandlord further represents that if the consent of Prime Landlord is necessary for Sublandlord to enter into this Sublease, Sublandlord obtained that consent from Prime Landlord.

4. **Use of the Subleased Premises.** Subtenant may use the Subleased Premises only for the purpose of an on-site pharmacy and for providing the *Pharmacy Products and Services* (the “*Permitted Use*”), as that term is defined in that certain Pharmacy Services Agreement, of even date herewith, between Sublandlord and Subtenant (the “*PSA*”). Sublandlord represents and warrants that the Permitted Use is in compliance with all applicable laws, regulations, rules and ordinances governing same.

5. **Prime Lease: Subtenant’s Rights and Obligations.**

5.1. Subject to Prime Lease. Sublandlord and Subtenant acknowledge that this Sublease is subject to and under the Prime Lease. In connection with the Prime Lease, Sublandlord hereby certifies, represents and warrants to Subtenant that:

(a) The Prime Lease is unmodified and is in full force and effect as of the date hereof and shall remain unmodified and in full force and effect as of the Effective Date. Sublandlord covenants and agrees that it shall not terminate, amend, modify, supplement or change in any way the terms and provisions of the Prime Lease in any manner that would adversely affect Subtenant without the express prior written consent of Subtenant and shall deliver copies of any such modifications to the Prime Lease to Subtenant within five (5) days of execution;

(b) There is no default under the Prime Lease by Prime Landlord or Sublandlord and to Sublandlord’s actual knowledge, information and belief, no event exists which, with the passage of time, or the giving of notice, or both, would result in an event of default under the Prime Lease;

(c) There are no past due rents and/or other charges owing under the Prime Lease as of the date hereof;

(d) The Prime Lease has not been assigned, modified, supplemented, or amended, except as disclosed herein;

(e) The Prime Lease represents the entire agreement between Prime Landlord and Sublandlord;

(f) The term of the Prime Lease is scheduled to expire on April 1, 2028;

(g) Prime Landlord has satisfied all its requirements under the Prime Lease as of the date of this Sublease;

(h) Prime Landlord has no defenses against the enforcement of the Prime Lease by Sublandlord or other claims against Sublandlord; and

(i) Sublandlord has delivered to Subtenant a true, correct and complete copy in all respects of the Prime Lease and attached hereto as Exhibit B.

5.2. Sublandlord duties. Sublandlord shall not: (i) breach or default under the Prime Lease, or (ii) take any action, or fail to take any action, under the Prime Lease that is inconsistent with the terms and provisions of this Sublease, that would terminate the Prime Lease or that would in any way impair, impede, jeopardize, or otherwise adversely affect Subtenant’s rights and

benefits under this Sublease or Subtenant's rights to full and unfettered use and enjoyment of the Subleased Premises. Sublandlord agrees to indemnify, defend and hold harmless Subtenant from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) of any kind whatsoever by reason of which the Prime Lease may be breached, terminated or forfeited due, in whole or in part, to the act, failure to act or negligence of Sublandlord or anyone claiming by or through Sublandlord, except for Subtenant.

5.3. Sublandlord Compliance. Sublandlord shall comply with Sublandlord's obligations as tenant under the Prime Lease and shall cause Prime Landlord to comply with the obligations of Prime Landlord as landlord under the Prime Lease. Sublandlord shall deliver to Subtenant, promptly upon receipt, copies of any default notices that Sublandlord either receives from Prime Landlord or sends to Prime Landlord with respect to defaults under the Prime Lease.

## 6. **Occupancy.**

6.1. Term. The term of this Sublease shall be three (3) years commencing on the Effective Date (the "**Initial Term**"), and shall be coterminous with the term of the PSA, unless earlier terminated as provided subsection 6.1(a) below. Unless terminated in accordance hereof, this Sublease shall automatically renew for additional one (1) year renewal terms (each a "**Renewal Term**," the Initial Term and each Renewal Term are collectively referred to herein as the "**Term**") under the same terms and conditions set forth herein except that Rent shall be determined in accordance with subsection 7.2 below. Notwithstanding the foregoing, in no event shall this Sublease be extended for a period to constitute a conveyance or subject the parties to transfer tax, the parties agreeing that this Sublease shall terminate automatically prior to such time. Sublandlord covenants and agrees to exercise any and all extension options available to Sublandlord under the Prime Lease, within the notice periods provided therein, necessary for Sublandlord to fulfill its obligations to Subtenant upon the terms set forth in this Sublease, and so that the term of the Prime Lease is at all times at least one (1) day longer than the Term of this Sublease, as same may have been extended.

(a) Termination. Either Party may terminate this Sublease at any time during the Term, upon ninety (90) days prior written notice to the other Party; provided however, if this Sublease is terminated by either Party within the Initial Term, the Parties shall not enter into any replacement lease, sublease, or similar lease or arrangement at the Building until after the one year anniversary of the date the Sublease was executed.

6.2. Possession. Subtenant's right to possession shall commence on the Effective Date. If Sublandlord is not able to give Subtenant possession of the Subleased Premises within thirty (30) calendar days of the Effective Date, Subtenant may rescind this Sublease by notice in writing to Sublandlord given at any time thereafter before the date on which possession is tendered by Sublandlord.

## 7. **Rent.**

7.1. Rent. Commencing on the Rent Commencement Date (defined below), during the Initial Term, Subtenant shall pay to Sublandlord, in advance, on or before the first day of each month, as rent the sum of \$658.00 per month at the rate of \$2.00 per square foot (the "**Rent**"). Rent is based upon arm's length negotiation between Sublandlord and Subtenant and Subtenant's

assessment of fair market value for similar properties in the market in which the Subleased Premises is located. The “**Rent Commencement Date**” means the date on which Subtenant has obtained the required permits, licenses and approvals to perform the Contractor Services and has accepted possession of the Subleased Premises from Sublandlord. Rent shall be prorated for any portion of a month in the event the Rent Commencement Date or the date the Term expires or is earlier terminated is on a date other than the first or last day of a month. Rent shall be paid to Sublandlord at the address set forth in Section 23.4 below. Subtenant shall also pay as additional rent any other payments as required of Subtenant pursuant to the provisions of this Sublease.

7.2. Rent Adjustment for Renewal Terms. The Rent for each Renewal Term shall be determined as follows: Beginning on the first anniversary of the Commencement Date and on each successive anniversary thereafter during the Initial Term, and any Renewal Term, Base Rent shall be increased by three percent (3%).

## 8. **Compliance with Law.**

8.1. General Regulatory Compliance. Sublandlord and Subtenant shall comply with all applicable state and federal laws. Specifically, Sublandlord and Subtenant intend that this Agreement comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and satisfy the requirements of the Space Rental Safe Harbor to the federal Anti-Kickback Statute codified at 42 C.F.R. § 1001.952(b).

8.2. Fair Market Value. Sublandlord and Subtenant agree that the Rent is consistent with the fair market value of the Subleased Premises being subleased, including the value of such services and maintenance as required to be provided to the Subleased Premises by Sublandlord pursuant to the terms of this Sublease, and that the Rent is not based, in whole or in part, on any current or expected value or volume of business generated by or between Sublandlord and Subtenant. Sublandlord and Subtenant agree that this Sublease in no way requires, and in no way is contingent upon, the recommendation, referral, certification, purchase, lease, order, or any other form of arrangement for any good, facility, service, or item offered by Sublandlord or Subtenant or any person or entity related to or affiliated with Sublandlord or Subtenant.

## 9. **Repairs and Maintenance.**

9.1. Subtenant’s Obligations. Subtenant shall keep the Subleased Premises neat, clean, and in a sanitary condition, subject to reasonable wear and tear, damage by casualty or condemnation, and Prime Landlord’s and Sublandlord’s repair obligations. Subtenant’s responsibilities for maintenance shall extend to the inside surfaces of interior walls and ceilings which are on the perimeter of the Subleased Premises, and flooring, paint, cabinetry, and interior fixtures located within the Subleased Premises.

9.2. Sublandlord’s Obligations. Sublandlord shall be responsible, at Sublandlord’s sole expense, for all areas outside the Subleased Premises, and shall maintain the Building in which the Subleased Premises are located, the Common Areas, and the Land in a safe and sound, neat, clean, and sanitary condition and to the standard of comparable medical buildings in the county in which the Subleased Premises are situated. Sublandlord agrees to provide and maintain the plumbing, electrical, heating, air conditioning and ventilation systems servicing the Subleased Premises in accordance with USP guidelines for safe drug storage. Sublandlord further agrees to

maintain the Building and the structure, walls, roof, windows, and exterior of the Building, the Common Areas, and the Land. In performing any repairs, replacements, alterations, or other work, Sublandlord shall not cause unreasonable interference with use of the Subleased Premises by Subtenant.

9.3. Reimbursement for Repairs Assumed. If either Party fails to make any required repairs, the other Party may make the repairs and charge the actual costs of repairs to the first Party. Such expenditures by Sublandlord shall be reimbursed by Subtenant with Subtenant's next monthly payment of Rent. Such expenditures by Subtenant may be deducted from Rent or collected directly from Sublandlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither Party may perform repairs that are the obligation of the other Party unless the defaulting Party fails to initiate such repairs within thirty (30) days following written notice specifying the failure, and thereafter to diligently complete such repairs.

## 10. **Alterations and Improvements.**

10.1. Required Alterations. The improvements and alterations on Exhibit C shall be performed by, and at the sole cost of, the Subtenant subject to the prior written approval of Sublandlord of its location and connection methods. Licensee's equipment and improvements shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment and improvements causes any direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's tenants, or other licensees, Licensee shall correct said interference, at its sole cost and expense, to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

10.2. Additional Permitted Alterations. Subtenant may make alterations and improvements to the Subleased Premises with Sublandlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, improvements, or additions shall be constructed in a good and workmanlike manner and in compliance with all applicable governmental laws, ordinances, codes and regulations. Sublandlord shall cooperate, at no cost to Sublandlord, with Subtenant in obtaining all required licenses, permits, and approvals. To the extent the permission of Prime Landlord is required for any such alteration or improvement, Sublandlord shall diligently and in good faith pursue such consent. All improvements and alterations performed or installed in the Subleased Premises by either Sublandlord or Subtenant, other than Subtenant's trade fixtures, shall be the property of Sublandlord when installed unless Exhibit C specifically provides otherwise.

10.3. Hazardous Materials Remediation. The provisions of Article 17 of the Prime Lease, attached hereto as Exhibit B, are hereby incorporated by reference. If, during the course of completing alterations or improvements, either Party or either Party's contractor obtain knowledge of actual or suspected asbestos containing materials, lead-based paints or other Hazardous Materials (as defined in section 17.1 of the Prime Lease) in the Leased Premises, the discovering Party shall promptly notify Sublandlord and Subtenant of the existence of the same. Prime Landlord and/or Sublandlord and their agents shall have the right at any time prior to the commencement date of the License Agreement, or after the commencement date of the License Agreement, during normal business hours, to enter the Subleased Premises and conduct tests and

take samples within the Subleased Premises. If such tests determine the presence of Hazardous Materials, then Sublandlord and/or Prime Landlord shall promptly cause such material to be removed and remediated from the Leased Premises, at Prime Landlord's sole cost and expense, in accordance with section 17.10 of the Prime Lease.

**11. Utilities and Services.**

11.1. Utilities to be Obtained by Subtenant. Subtenant shall make arrangements for the provision to the Subleased Premises of telephone service, fax line, computer service and data lines, hazardous waste disposal, and janitorial services ("**Subtenant's Utilities**"). Sublandlord shall cooperate as necessary with Subtenant in the provision of such Subtenant's Utilities. Subtenant shall directly pay for all of Subtenant's Utilities supplied to the Subleased Premises, or if provided by Sublandlord, Subtenant shall pay Sublandlord reasonable charges for such utilities and services as additional rent.

11.2. Utilities to be Provided by Sublandlord. Sublandlord represents and warrants that all utilities are readily available to the Subleased Premises through existing lines or equipment and access to the same through the Building, the Common Areas, and the Land shall remain throughout the Term and any Renewal Term of this Sublease. Sublandlord shall be responsible to arrange for delivery of all utilities to the Subleased Premises and shall pay directly for all utilities, including but not limited to, electricity, heat, air conditioning, and water, other than Subtenant's Utilities.

**12. Taxes and Assessments.** Subtenant shall pay, prior to delinquency, all taxes on its personal property located on the Subleased Premises. In accordance with the Prime Lease, either Sublandlord or Prime Landlord, as the case may be, shall pay, prior to delinquency, all real property taxes and assessments levied against the Subleased Premises, the Building, and the Land. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Subleased Premises, Premises, the Building, and/or the Land other than taxes on the net income of Sublandlord or Subtenant.

**13. Contingency of Professional Services Agreement and Sublease.** The Parties agree that execution of this Sublease is contingent upon execution of the PSA, and it is the intent of the Parties that this Sublease and the PSA be executed simultaneously. In the event the Parties cannot execute this Sublease and the PSA simultaneously, then this Sublease and the PSA shall be void and unenforceable, and the Parties shall be released from any and all liabilities and obligations hereunder and thereunder, unless this Sublease and the PSA are executed within two (2) days of the execution of the other.

**14. Access.**

14.1. By Subtenant. Sublandlord shall provide Subtenant with access to the Common Areas and Subleased Premises twenty (24) hours per day, seven (7) days per week. Sublandlord shall provide Subtenant with a key and security card to permit Subtenant to have such access. Subtenant shall be permitted to install any security system Subtenant deems necessary at Subtenant's sole cost and expense.

14.2. By Sublandlord. Subject to applicable laws and upon reasonable advance notice, Subtenant shall provide Sublandlord access to enter the Subleased Premises at reasonable times (only during Subtenant's business hours) for the purpose of inspecting them, to determine the

necessity of repair, showing them to prospective purchasers or lenders or, within three (3) months of the end of the Term, to sublessees, and making necessary alterations, repairs, improvements, or additions to the Subleased Premises as required or allowed by this Sublease. Any access by Sublandlord shall be given in a manner so as to not disturb Subtenant's business or prevent Subtenant from complying with the PSA between the Parties. Sublandlord, and Prime Landlord if Sublandlord provides Prime Landlord with access to the Subleased Premises, shall be accompanied at all times while on the Subleased Premises by a representative of Subtenant who is a licensed pharmacist. Sublandlord and/or Prime Landlord may immediately enter the Subleased Premises in an emergency so long as accompanied by police or members of the fire department. Without Subtenant's prior written consent, Sublandlord and/or Prime Landlord shall not have the right to enter the Subleased Premises when Subtenant is not open for business except in the event of an emergency as above provided.

14.3. Compliance with California State Board of Pharmacy Requirements. Pursuant to applicable state or federal pharmacy statutes, laws, codes, or regulations, including but not limited to California Business and Professional Code Section 4116, and Title 16, Section 1714(d) of the California Code of Regulations (collectively, the "Pharmacy Laws"), Licensee must restrict access to the portions of the Leased Premises where pharmaceutical drugs and controlled substances are kept, compounded, or stored (the "Pharmaceutical Areas"). Without limitation, the Pharmacy Laws provide as follows:

- a. Business & Professions Code 4116 states that no person shall be permitted entry into a premises licensed by the Board of Pharmacy unless a registered pharmacist is present at all times;
- b. Title 16, Section 1714(d) of the California Code of Regulations provides that only a licensed pharmacist may have a key to an area where dangerous drugs and controlled substances are stored; and
- c. the California State Board of Pharmacy requires that no lease for a licensed premise contain a provision inconsistent with Sections 4116 or 1714(d) or (e).

Sublandlord hereby agrees that, notwithstanding the rights granted to Sublandlord pursuant to this Sublease, except when accompanied by an authorized representative of Subtenant, neither Sublandlord and/or Prime Landlord, nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Leased Premises designated by Subtenant as areas secured for pharmacy use ("Pharmaceutical Areas"). Sublandlord further agrees to comply with the provisions of the Pharmacy Laws in connection with Sublandlord's entry into the Leased Premises and to comply with all of Subtenant's policies and procedures with respect to pharmaceuticals and confidentiality of health information in connection with Sublandlord's entry into the Leased Premises. Subtenant, at its own expense, shall provide its own locks to any Pharmaceutical Areas. In accordance with Title 16, Section 1714(e) of the California Code of Regulations, Subtenant shall furnish Sublandlord and Prime Landlord with a key to the Pharmaceutical Areas in a tamper evident container for the purpose of providing access to the Pharmaceutical Areas in the case of an emergency, including a fire, flood, or earthquake, as and to the extent permitted by the Pharmacy Laws. The tamper evident container will be signed by a pharmacist employed by Subtenant in such a way so as to ensure that the pharmacist can determine whether the key has been removed from the container. Upon the termination of the

Term or earlier expiration or termination of Subtenant's right to possession, Subtenant shall surrender all such keys to the Pharmaceutical Areas to Sublandlord. If Sublandlord desires to gain access to the Pharmaceutical Areas in a non-emergency situation, Sublandlord shall contact Subtenant, and Sublandlord and Subtenant shall arrange a mutually agreed upon time for Sublandlord to have such access in the presence of a licensed pharmacist. Sublandlord shall comply with all reasonable security measures pertaining to the Pharmaceutical Areas.

## 15. **Insurance.**

15.1. Subtenant's Insurance. With respect to the rights granted hereunder, Subtenant shall maintain and shall require all of its subcontractors to maintain insurance as described in Exhibit D attached hereto and made a part hereof.

15.2. Waiver of Subrogation. Neither Subtenant nor Sublandlord shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither Party's insurance company shall have a subrogated claim against the other Party hereto.

## 16. **Indemnity.**

Subtenant's Indemnity. Subject to the waiver of subrogation set forth in Section 15.2 above, Subtenant agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Sublandlord, and to defend, indemnify, hold harmless, reimburse and release Sublandlord, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to reasonable attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Sublandlord to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Subtenant, arising out of or in connection with any of the circumstances described in Sections 16.1, 16.2, 16.3 and 16.4, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of Sublandlord. If there is a possible obligation to indemnify, Subtenant's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. Sublandlord shall have the right to select its own legal counsel at the expense of Subtenant, subject to Subtenant's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

16.1. Use of Premises. Use of the Subleased Premises in any manner by Subtenant, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Subleased Premises not allowed under this Agreement.

16.2. Breach by Subtenant. Any breach by Subtenant of the terms, covenants or conditions herein contained.



16.3. Approval of Agreement. The approval of this Agreement by Sublandlord.

16.4. Other Activities. Any other activities of Subtenant, its agents, employees, invitees, licensees, and contractors.

17. **Damage or Destruction of Subleased Premises.** In the event during the Term of this Sublease, the Subleased Premises, or any portion thereof, are destroyed or damaged by fire of any other casualty or occurrence whatsoever, Subtenant's rights pertaining to such destruction or damage shall be the same as the rights of Sublandlord, as tenant, under the Prime Lease, except that (a) Subtenant shall have the right, for a period of ninety (90) days after the occurrence of such damage or destruction, to elect to terminate this Sublease effective as of the date set forth in Subtenant's notice to Sublandlord of such election by Subtenant, and (b) in no event shall Subtenant have any obligation to repair or restore the Subleased Premises.

18. **Condemnation.**

18.1. Termination. In the event that title to all of the Subleased Premises, or to such portion of the Building, Common Areas or Subleased Premises so as to materially impair Subtenant's operations from or at the Subleased Premises, shall be taken during the Term under the exercise of the power of eminent domain, Subtenant may, by written notice to Sublandlord, elect to terminate this Sublease as of the date that Subtenant vacates the Subleased Premises. In the event of such termination, Subtenant shall be entitled to a refund of any rent paid by Subtenant relating to any period after such date of termination.

18.2. Rent Adjustment. In the event of any taking under the power of eminent domain which does not terminate this Sublease as aforesaid, but which interferes with the use of the balance of the Subleased Premises by Subtenant, the Rent payable by Subtenant hereunder shall be reduced, commencing as of the date on which possession is taken by the condemning authority, in the proportion which the floor space so taken or made unusable bears to the floor space usable by Subtenant prior to such taking.

19. **Estoppel Certificates.** Either Party shall, within twenty (20) days after notice from the other, execute and deliver to the other Party a certificate stating whether or not this Sublease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other Party. The certificate shall also state the amount of monthly Rent, the dates to which Rent has been paid in advance, and the amount of any security deposit or prepaid Rent. Failure to deliver the certificate within the specified time shall be conclusive on the Party from whom the certificate was requested that this Sublease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

20. **Defaults; Remedies.**

20.1. Default by Subtenant. Each of the following is a material default and breach of this Sublease by Subtenant (each, a "**Default**"):

(a) Default in Rent. Failure to make any required Rent or other payment as and when due, if the failure continues for a period of ten (10) days after written notice from Sublandlord.

(b) Default in Other Covenants. Subtenant's failure to comply with any of the covenants or provisions of the Sublease, other than those described in subsection 20.1(a), if the failure continues for a period of thirty (30) days after written notice thereof; provided that if such default reasonably requires more than thirty (30) days for its cure, Subtenant shall not be in default if it commences to cure within the 30-day period and thereafter diligently pursues its completion.

20.2. Remedies Upon Subtenant's Default. If any Default occurs, Sublandlord may, at any time thereafter without notice or demand, do any or all of the following:

(a) Termination. Upon thirty (30) days' written notice to Subtenant, terminate this Sublease and Subtenant's right to possession of the Subleased Premises by any lawful means; Sublandlord may, subject to the requirements of Section 21.3 hereof, re-enter and take possession of and remove all persons or property, and Subtenant shall immediately surrender possession of the Subleased Premises to Sublandlord. Sublandlord may recover from Subtenant all damages incurred by Sublandlord for Subtenant's default including, but not limited to, the reasonable costs of recovering possession of the Subleased Premises and expenses of reletting.

(b) Maintain Subtenant's Right to Possession. Maintain Subtenant's right to possession and continue this Sublease in force whether or not Subtenant has abandoned the Subleased Premises in which event Sublandlord shall be entitled to enforce all of its rights and remedies under this Sublease, including the right to recover Rent as it becomes due.

(c) Remedies Cumulative. The foregoing remedies shall be cumulative and in addition to any other remedy available to Sublandlord by law. Sublandlord shall have a duty to mitigate its damages.

20.3. Default by Sublandlord and Subtenant's Remedies.

(a) If Sublandlord fails, refuses or neglects to perform any of its obligations pursuant to this Sublease, then: (i) Subtenant may, but is not obligated to, upon Sublandlord's failure to cure such default within thirty (30) days after Sublandlord's receipt of notice from Subtenant which specifies the particular default complained of, make such payment or do or cause to be done such things, at Sublandlord's cost and expense, or (ii) terminate this Sublease by notice to Sublandlord and vacate the Subleased Premises by the date set forth in such notice for termination, in which event Subtenant shall have no further obligations under this Sublease after the date Subtenant vacates the Subleased Premises. All money advanced or expended by Subtenant in connection with the aforesaid matters shall be payable by Sublandlord on demand and/or, at Subtenant's election, credited to the monthly installments of Rent accruing under this Sublease. In addition, in the event of an emergency where it is not practical to notify Sublandlord or to wait for Sublandlord to perform any maintenance or to make any repairs that are Sublandlord's obligations hereunder, Subtenant shall have the right, at Sublandlord's cost and expense, to perform temporary maintenance or to make temporary repairs.

(b) If, without fault on the part of Subtenant, the Prime Lease is cancelled or terminated prior to the expiration of the Term of this Sublease, then Subtenant shall have the right, but not the obligation, to cancel or terminate this Sublease, effective as of the date of cancellation or termination of the Prime Lease and/or to enter into a direct lease with Prime

Landlord for the Subleased Premises upon the terms and conditions (including provisions relating to Rent) contained in this Sublease, in which event this Sublease shall be terminated and Subtenant shall be relieved of all obligations and liabilities arising hereunder or pursuant hereto.

20.4. Immediate Termination. Notwithstanding the above remedies, in the event the PSA between the Parties expires or is terminated for any reason, Sublandlord and Subtenant shall have the right to terminate this Sublease upon written notice to the other Party specifying the date of such termination, and the Parties shall be released from any and all liabilities and obligations hereunder, except for those accruing prior to the date of such termination.

## 21. **Surrender at Expiration.**

21.1. Condition of Subleased Premises. On expiration or earlier termination of the Term, Subtenant shall surrender the Subleased Premises in the same condition as received, except for improvements and alterations as specifically provided for in Exhibit C, subject to ordinary wear and tear, damage by casualty or condemnation and repairs which are Sublandlord's responsibility hereunder or Prime Landlord's responsibility under the Prime Lease.

21.2. Compliance with Pharmacy Laws on Termination. Notwithstanding anything set forth in this Sublease to the contrary, Sublandlord shall not interfere with Subtenant's compliance with applicable pharmacy laws, rules or regulations and Subtenant's proper handling or disposition of its pharmaceutical products upon termination of this Sublease. This provision shall be effective even upon a termination of this Sublease by Sublandlord following the occurrence of a Default.

22. **Brokers**. Each of Sublandlord and Subtenant warrants to the other that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Sublease, and it knows of no real estate broker or agent entitled to a commission in connection with this Sublease. Each of Sublandlord and Subtenant agrees to indemnify and hold the other harmless from any loss, cost, liability, or expense incurred by the other as a result of any claim by any broker or agent on the basis of any arrangements or agreements made by or on behalf of indemnifying Party.

## 23. **General Provisions.**

23.1. Severability. The invalidity of any provision of this Sublease as determined by a court of competent jurisdiction shall not affect the validity of any other provision.

23.2. Time of Essence. Time is of the essence of this Sublease.

23.3. Entire Agreement. This Sublease and the PSA constitute the entire agreement of the Parties hereto with respect to the subject matter contemplated hereby and thereby and supersede all previous and contemporaneous oral or written negotiations, agreements, arrangements, and understandings relating to the subject matter hereof and thereof.

23.4. Notices. Any notice given under this Sublease shall be in writing and may be given by personal delivery, by overnight delivery, or by certified mail, postage prepaid, addressed to Subtenant or to Sublandlord at their addresses set forth below their signatures to the Sublease. Either Party may, by notice under this subsection, change its address for notice purposes. Notices personally delivered are considered received upon delivery. Notices sent by overnight delivery

are considered received on the next business day. Mailed notices are considered received three (3) days after deposit in the mail. To be valid as notice, a copy of any notice given to Subtenant shall be concurrently given to:

Attn: General Counsel  
Genoa Healthcare, LLC  
707 S. Grady Way  
Suite 400  
Renton, WA 98057

and a copy of any notice given to Sublandlord shall be concurrently given to:

County of Sonoma  
Department of Health Services  
Att: Facilities Manager  
1450 Neotomas Avenue  
Santa Rosa, CA 95405

23.4 Waiver. Waiver by either Party of strict performance of any provision of this Sublease shall not be a waiver of or prejudice the Party's right to require strict performance of the same provision in the future or of any other provision. No waiver shall be enforced except if set forth in writing and signed by the Party against whom such waiver is asserted.

23.5. Binding Effect. The terms of this Sublease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective personal representatives, successors, heirs and assigns.

23.6. Assignment and Subletting. Subtenant shall not assign, sublet, convey or transfer this Sublease or any interest therein without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything herein to the contrary, if not prohibited by the Prime Lease, Subtenant may assign this Sublease, without Sublandlord's consent, to any affiliated or related entity, to any entity with which Subtenant may merge or consolidate and to any person or entity that acquires all or substantially all of the assets of Subtenant or the business that is being conducted by Subtenant at or from the Subleased Premises, provided that the assignee assumes or is legally responsible for the obligations of Subtenant under this Sublease thereafter arising.

23.7. Authority. Each individual executing this Sublease on behalf of an entity represents and warrants that he is duly authorized to execute and deliver this Sublease on behalf of the entity, in accordance with duly adopted resolutions or such entity's governing documents, and that this Sublease is binding upon that entity in accordance with its terms.

23.8. Attorneys' Fees. If suit or action is instituted in connection with any controversy arising out of this Sublease, the prevailing Party shall be entitled to recover, in addition to costs, attorneys' fees.

23.9. Relationship of Parties. For the purpose of this Sublease, the relationship of the Parties hereto is strictly that of sublandlord and subtenant. Sublandlord has no interest in

Subtenant's enterprise and this Sublease cannot be construed as a joint venture or partnership. Except as otherwise set forth in this Sublease or in the PSA, neither Sublandlord nor Subtenant is an agent or representative of the other for any purpose.

23.10. Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be deemed an original. Electronic signatures shall be valid as originals.

23.11. Governing Law. The validity of this Sublease, the interpretation of the rights and duties of the Parties hereunder, and the construction of the terms hereof shall be governed in accordance with the internal laws of the state in which the Subleased Premises are situated.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have executed this Sublease as of the Effective Date:

“SUBTENANT”:\_GENOA HEALTHCARE, LLC

By:\_\_\_\_\_   
Todd Gustin, Chief Executive Officer

“SUBLANDLORD”:\_COUNTY OF SONOMA, a political subdivision of the State of California

By:\_\_\_\_\_   
Johannes J. Hoevertsz, Director   
Sonoma County Public Infrastructure

APPROVED AS TO FORM FOR SUBLANDLORD:

\_\_\_\_\_  
Deputy County Counsel

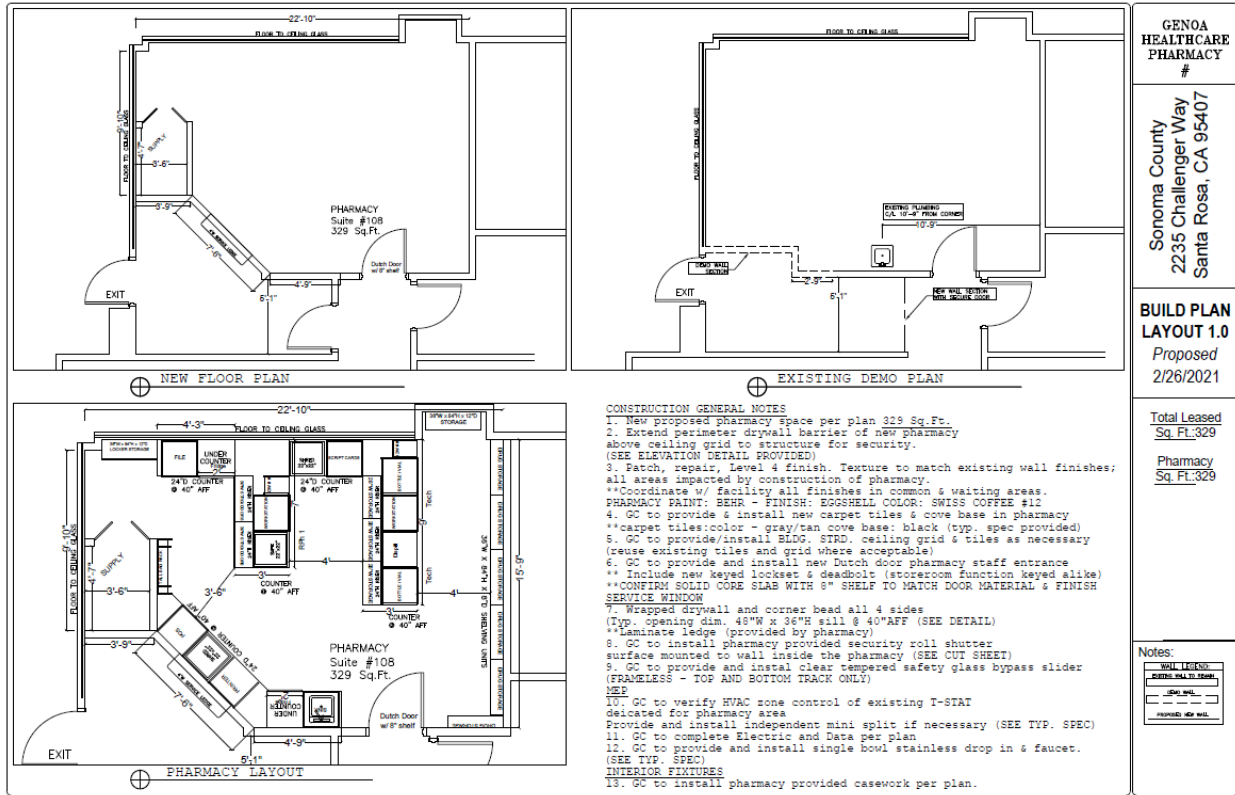
RECOMMENDED FOR APPROVAL FOR SUBLANDLORD:

\_\_\_\_\_  
Tina Rivera, Director   
Department of Health Services

\_\_\_\_\_  
Warren Sattler, Real Estate Manager   
Sonoma County Public Infrastructure

# EXHIBIT A

## Site Plan showing the Subleased Premises



GENOA HEALTHCARE PHARMACY #

Sonoma County  
2235 Challenger Way  
Santa Rosa, CA 95407

**BUILD PLAN LAYOUT 1.0**  
Proposed  
2/26/2021

Total Leased  
Sq. Ft. 329

Pharmacy  
Sq. Ft. 329

**EXHIBIT B**

**Prime Lease**

*See Attached*



## EXHIBIT C

### Improvements to Subleased Premises

**Subtenant is responsible for completing the Improvements to Subleased Premises and is financially responsible for the approved work to be completed.**

- Acquire necessary building permits and California Board of Pharmacy permit
- Follow Basin Street Properties' Construction Policies and Procedures as described in **Attachment A** of this Exhibit C
- Create lobby access
- Build counter space
- Extend phone and electrical as required
- Bring space into conformity with all Board of Pharmacy Rules and Regulations
- Extended secure perimeter will not impact any structural components of the space. Extended and covered for security reasons only, to conform to Board of Pharmacy requirements.
- Exterior of the Genoa suite will be finished to match existing clinic color tones
- Interior of the Genoa suite will be finished to standard Genoa color scheme
- All doors are required to be solid core for the pharmacy space
- Genoa plans to use the existing plumbing infrastructure. No further modification to drain or supply will be needed
- Supply closet will be partition walls to ceiling grid
- 4 data lines from Genoa data rack to location ISP installs our internet infrastructure

---

#### GENERAL CONSTRUCTION NOTES

1. New proposed pharmacy space per plan 329 Sq.Ft.
2. Extend perimeter drywall barrier of new pharmacy above ceiling grid to structure for security. (SEE ELEVATION DETAIL PROVIDED)
3. Patch, repair, Level 4 finish. Texture to match existing wall finishes; all areas impacted by construction of pharmacy. \*\*Coordinate w/ facility all finishes in common & waiting areas.  
PHARMACY PAINT: BEHR - FINISH: EGG SHELL COLOR: SWISS COFFEE #12
4. GC to provide & install new carpet tiles & cove base in pharmacy  
\*\*carpet tiles: color - gray/tan cove base: black (typ. spec provided)
5. GC to provide/install BLDG. STRD. ceiling grid & tiles as necessary (reuse existing tiles and grid where acceptable)
6. GC to provide and install new Dutch door pharmacy staff entrance  
\*\* Include new keyed lockset & deadbolt (storeroom function keyed alike)

**\*\*CONFIRM SOLID CORE SLAB WITH 8" SHELF TO MATCH DOOR MATERIAL &**

**FINISH SERVICE WINDOW**

7. Wrapped drywall and corner bead all 4 sides

(Typ. opening dim. 48"W x 36"H sill @ 40"AFF (SEE DETAIL)

**\*\*Laminate ledge (provided by pharmacy)**

8. GC to install pharmacy provided security roll shutter surface mounted to wall inside the pharmacy (SEE CUT SHEET)

9. GC to provide and install clear tempered safety glass bypass slider

(FRAMELESS - TOP AND BOTTOM TRACK ONLY)

**MEP**

10. GC to verify HVAC zone control of existing T-STAT dedicated for pharmacy area. Provide and install independent mini split if necessary (SEE TYP. SPEC)

11. GC to complete Electric and Data per plan

12. GC to provide and install single bowl stainless drop in & faucet.

(SEE TYP. SPEC)

**INTERIOR FIXTURES**

13. GC to install pharmacy provided casework per plan.

## ATTACHMENT A



### **Basin Street Properties Construction Policies and Procedures**

The following constitutes the construction policies and procedures for all work performed on properties managed by Basin Street Properties ("BSP"). This establishes a general outline of our policies for and procedures in the typical processes required for construction and are subject to change at BSP's discretion. Any questions regarding the following should be immediately directed to the BSP Construction Manager. The BSP Construction Manager may authorize deviations from these procedures from time to time, but all such deviations shall only be effective on written requests submitted in advance and by way of written response.

#### **I. COVID-19 REGULATIONS**

All work shall be conducted pursuant to County requirements governing COVID-19. For work conducted in an occupied Tenant space, the adherence to Tenant requirements for access and work performance shall be mandatory. Facial covering is required by all workers at all times while in common areas of the buildings and within tenant occupied spaces. Refer to attached BSP Cares Covid-19 Prevention Policy.

#### **II. ADMINISTRATION**

For work not directly managed by Basin Street, contractors shall notify the responsible Construction/Property Management personnel in writing at least 24 hours in advance of starting any work. No exceptions. This notification shall include the identification of contractors onsite, a project schedule, construction documents or a description of the work to be performed and contact information for contractor's on-site representative in charge during the timeframe.

Prior to the start of any services or construction work, Contractor shall submit for approval to Construction/Property Management Certificates of Insurance for Contractor and any subcontractors, a copy of the project schedule, contact information for Contractor's Superintendent and all subcontractors, MSDS for any products to be used during construction, and a signed copy of these Basin Street Properties Construction Policies and Procedures.

Specific Insurance Requirements for the property, including information on additional insured requirements and certificate holder are provided as Exhibit B in the contract.

A preconstruction and kick-off meeting will be required prior to the start of any construction project. Attendance at this meeting will be determined by assigned BSP Project Manager. Items to cover for the preconstruction meeting include the timing and logistics of work, building access, safety controls and measures, review of the building Rules & Regulations, and the existing condition of building common areas. Photographs of existing conditions may be taken and are encouraged for submittal to Construction/Property Management to include in the project file.

Any issues identified by Contractor during construction which may affect base building systems shall be brought to the attention of the assigned BSP Project Manager upon discovery. Any changes that require additional work, not described in the bid shall be affective only once approved in writing by the project manager. It is presumed that any contractors engaged to perform work have prior to submitting their proposal surveyed existing conditions and have taken these into account in context with the anticipated work.

Upon completion of work, and as a condition for release of final payment, Contractor shall provide the project manager with a copy of the project close-out documents. Contents of the close-out documents will vary based on complexity of project, but will typically include at a minimum as-built construction drawings, mechanical, electrical, plumbing, and fire sprinkler drawings (both in paper form and CAD file for any design/build work), final signed off building permit/job card, updated electrical panel schedules, complete finish schedule ("match existing" is unacceptable), air and water balance reports, warranties, and O&M manuals for any new equipment. An air balance report reflecting actual supply air distribution will be required whenever the existing HVAC air distribution is modified in any way. A water balance report reflecting actual water flow values is required for any new perimeter reheat VAV. The building's EMS system graphics (including floor plans and mechanical system components) and programming is required to be updated whenever there are any changes – if applicable.

General Contractors shall be responsible for ensuring that all subcontractors or other service providers are advised of and will adhere to these Construction Policies and Procedures.



## Basin Street Properties Construction Policies and Procedures

### III. INSURANCE, MSDS, LOCK OUT TAG OUT, and HOT WORK/IMPAIRMENT REQUIREMENTS

While performing services at the Property, all contractors and any subcontractors are required to carry and maintain general insurance coverage in accordance with the Vendor/Contractor Insurance Requirements of the Construction Contract (Exhibit B). An approved certificate of insurance must be on file with the Construction/Property Management Office for access to be granted and construction to begin – no exceptions.

The General Contractor is responsible for ensuring that all subcontractors maintain the appropriate insurance while performing services at any property managed by Basin Street Properties. The insurance requirements will be strictly enforced. There will be no exceptions to this coverage.

As required under OSHA's Hazard Communication Standard (29 CFR 1910.1200), all subcontractors are to provide the Construction Manager with MSDS's (Material Safety Data Sheets) for any and all hazardous materials they might use or bring on site as part of their routine tasks. Please note that consumer products (copy machine toner, scouring cleanser, etc.) are not covered by the Standard.

Prior to performing any work, please forward the following to the project manager:

- A list of all hazardous materials used or stored. Including materials with odor such as carpet glue, paint, adhesives, caulk, etc.
- An MSDS for each product. These can be obtained from the manufacturer or supplier of the product.

Lock out tag out procedures will be strictly enforced according to the regional Chief Engineer's policy. If requested, electrical contractor will be required to provide documentation of their lock out tag out policy and procedures or arrange for their personnel to be trained on any Basin Street Properties lock out tag out procedures. This training will be provided by the building's Chief Engineer, if contractor's policy is less stringent.

A Vendor Work Request Form must be submitted to the project manager prior to engaging in any work that would create heat, sparks, or an open flame. If required by regional Chief Engineer, a hot work permit must also be issued. Only BSP building engineering personnel can issue a hot work permit. Training on Hot Work Permit procedures and requirements will be provided as needed by the building's Chief Engineer.

A Vendor Work Request Form must be submitted to the project manager at least 24 hours in advance of any fire sprinkler or fire alarm impairment. Training on life safety modifications or hot work permit procedures and requirements will be provided as needed by the building's Chief Engineer.

### IV. BUILDING FACILITIES COORDINATION

After the project kick off, access to the Suite under construction will be the responsibility of the Tenant or General Contractor. A construction suite key and building access card may be signed out from the property management office. Additional building access keys may be checked out to the General Contractor to allow for subcontractors to move workers and materials into and out of the building outside of normal business hours, without propping building entrance doors, which is strictly prohibited. **Building doors are never to be propped open.**

Advance notice of 48 hours is required for potential access into another tenant's Suite. This work must be performed off-hours, unless tenant authorizes access/work during normal business. Contractors must identify the scope of work and reason for access, duration of time needed in their space and the Contractor is responsible for securing the space upon completion of work, as well as any cleaning required as a result of their work. The space must be left in the same, or better condition than found. Should the tenant require a Security guard, or BSP employee to stand-by during this time, this costs to do so shall be the responsibility of the Contractor.

The General Contractor must provide for the removal of all trash and debris arising during construction. Upon Construction/Property Management approval, the General Contractor may place a dumpster in the parking lot for construction debris (location to be approved by Construction Management, Property Management, or Engineering). Dumpsters are to be set on wood cribbing to prevent damage to asphalt during placement and removal. At no time are the building's dumpsters to be used for disposing of construction materials.

All deliveries of material will be made outside of the building's normal business hours of 7:00am to 6:00pm Monday through Friday. In addition to material deliveries, the following activities will be required to be performed outside of normal business hours:

## Basin Street Properties Construction Policies and Procedures

1. Anchoring of walls or supports to the concrete deck
2. Core drilling
3. Using powder actuated tools
4. Laying of tack strips
5. Painting/Staining/Metal Spraying (includes spray painting of floor for layout and floor monuments - *snapping chalk lines is preferred*)
6. Glue down carpet installation
7. Cutting/threading of sprinkler pipe within building
8. Installation of millwork (fabrication of millwork is to be done off-site)
9. Saw cutting of any concrete, stone, or metal
10. Life Safety audible device testing
11. Performance of any construction activity producing other loud noise
12. The application of any odor-producing product, i.e. adhesives, cleaning products, etc.

**Note:** This is not a complete list of activities that must be performed outside of normal business hours. In general, Contractor shall not make or permit any unnecessary annoyance to occupants of the property and shall minimize the effects of necessary work impacts by scheduling such activities to avoid disturbance to occupants. This applies especially to any work that is significantly noisy, odorous or dust generating, smelly, or creating hazardous conditions, which shall be scheduled outside of normal business hours. Every effort will be made to accommodate construction activities during normal business hours, however, if construction activity is disruptive enough to impact the business operation of a neighboring Suite, the activity will have to be stopped. Deviations from building standards must be approved by BSP in advance.

### V. HOUSEKEEPING & GENERAL REQUIREMENTS

**GOOD HOUSEKEEPING RULES AND REGULATIONS WILL BE STRICTLY ENFORCED. CONTRACTORS OR SUBCONTRACTORS WHO DO NOT OBSERVE THE CONSTRUCTION POLICIES MAY BE EXCLUDED FROM PERFORMING WORK WITHIN ANY BSP MANAGED BUILDING.**

Suite entrance doors are to remain closed at all times, except when hauling or delivering construction material. Walk-off or sticky mats shall be placed at all interior sides of suite doors so that feet may be wiped or construction dust removed from shoes upon entering common area. Magnetic-held doors and doors off of main corridors must never be obstructed. This is a life safety/fire code violation.

All construction done on the property that requires the use of lobbies or common area corridors as the path of travel will have carpet protection for all carpet within the path of travel. This includes carpet within elevators. Extra heavy duty, non-slip and self adhering Mylar is preferred. Masonite will be required to protect lobby floors and other hard surfaces that could be damaged by heavy deliveries. When used, Masonite must be taped to floor and adjoining areas. All corner edges and joints are to have adequate anchoring to provide safe and "trip-free" transitions. Do not block operation of any doors.

Prior to any demolition, pre-filters must be installed in return air openings. If return air openings are too large to filter, pre filters must be installed in filter bank for the A/C unit serving the construction area.

Restroom washbasins are not to be used to fill buckets, make pastes, wash brushes, etc. If facilities are required, arrangements for utility closets can be made with the management office in advance.

Food and related lunch debris are not to be left in the Suite under construction.

Construction/Property Management reserves the right to refuse access to anyone wearing inappropriate clothing, or who doesn't conduct themselves in a professional manner.

Contractors are responsible for any damage caused to others work, the building, or building finishes.

Access to the roof may require prior arrangements with BSP Construction/Property management.



## Basin Street Properties Construction Policies and Procedures

During building hours, the building entrances, driveways, reserved parking stalls must remain clear and not be taken up for deliveries, contractor parking, or materials. Parking areas for contractor employees and material storage and staging areas shall be established in advance with the BSP Construction Manager or Property Manager.

No bicycles, or animals of any kind (other than certified service animals) shall be brought into, or kept about the premises.

No weapons, explosives, combustibles, or other hazardous devices allowed on the premises. No exceptions.

Smoking is permitted at designated areas only and no alcohol is to be brought onto the premises at any time.

Any signage to be posted, must be approved by the Construction/Property Manager in advance. Management reserves the right to remove any signage at any time.

No radios, or loud music.

Unless otherwise approved by BSP Property Management, building restroom facilities are not to be used by Contractors, or their subcontractors. Contractors are to provide restroom facilities for use by construction personnel. The location of temporary facilities is to be approved in advance by Construction/Property Management. All such facilities to be secured after work hours.

All areas that the General Contractor, or their subcontractors are performing work must always be kept broom clean. All common areas are always to be kept clean and clear of building materials. Prep work, cutting or staging of materials, etc. is not allowed in common areas. Any mess made in common areas due to hauling construction debris or materials or footprints must be cleaned up immediately. General Contractor will be responsible to provide a vacuum cleaner for this purpose. Final cleaning of suite will include, but is not limited to, blowing out smoke detectors with micron filtered air, dusting of all windowsills, window coverings and light diffusers, cleaning of cabinets and sinks, and clearing acoustical ceiling area of any excess ceiling tiles or other construction debris.

As a result of construction, the common areas may need special attention to restore such to building standards. Contractor shall arrange to walk with Construction/Property Management prior to beginning work and upon completion. Take note of any preexisting damage to common areas and determine if repairs or special cleaning are required at completion.

Contractor and any subcontractor use of the property for any activity other than conducting the work required of contractor is strictly prohibited.

Should contractor detect any materials that may be considered as hazardous or dangerous, contractor to notify BSP Construction Manager before disturbing such material.

Use of freight or passenger elevators shall be scheduled in advance with the BSP Property Management office. Temporary protection with Masonite panels and elevator pads shall be installed by Contractor, and Contractor shall be responsible for any damage arising from such use.

### VI. CONSTRUCTION REQUIREMENTS

#### GENERAL CONSTRUCTION

Standard base building power will be provided to the contractor at no cost, provided contractor's use is limited to the work required of contractor.

All keying of locksets and all connections to the Fire Alarm/Life Safety System shall be performed by contractors or vendors designated by BSP Property Management. In some cases, roofing and fire sprinkler work is similarly limited. All new locking hardware installed must comply with the building's specific keyway.

#### FIRE/LIFE SAFETY

All applicable Fire/Life Safety and Building Codes will be strictly enforced (i.e., tempered glass, fire doors, fire/smoke dampers, exit signs, smoke detectors, strobes, alarms, etc.). A building engineer must be present to test any new life safety devices. 24 – 48 hours,

## Basin Street Properties Construction Policies and Procedures

prior coordination with the building's Chief Engineer is required. Testing of audible devices must be scheduled outside of normal business hours. Any penetrations in floors/ceilings or fire rated walls will require sealing with a UL listed fire stop. An approved temporary seal is required until the work is completed. Upon completion of construction, a permanent seal is required.

During demolition, any smoke detectors in the area must be bypassed and covered to prevent contamination. Building engineers will perform bypasses as required, but it is the contractor's responsibility to ensure that smoke detectors are covered during work and then uncovered at the end of each shift. Any time smoke detectors are bypassed and covered; the contractor will be responsible to provide fire watch.

If the building sprinkler system needs to be drained, advance approval by BSP's Chief Engineer is required. Contractor will be required to submit Vendor Work Request Form to Basin Street Project Manager at least 24 hours in advance of performing work. If required by regional Chief Engineer, a red tag permit will be required. All hot work will be prohibited in the area during any impairment of the sprinkler system. If this work is performed after hours, any overtime engineering fees will be the responsibility of the General Contractor. The General Contractor will also be responsible to provide fire watch during any impairment.

Any wall penetrations must be patched in a manner as to maintain the rating of the wall.

All panel programming to be performed by BSP's preferred Contractor. Coordination with BSP's Chief Engineer required in advance.

### ELECTRICAL

Lighting circuits will be dedicated to Suite and sentry switches are required throughout space. Any work on lighting or plug load circuits that could potentially impact neighboring Suites will be performed outside of normal business hours. Lighting design must clearly indicate night light fixture locations.

All affected electric panel schedules must be typewritten and brought up to date, identifying all new circuits added.

All runs are to be in conduit.

In most cases, the space above ceiling is return air plenum and therefore the use of PVC and other flammable material not labeled for use in such area is not to be used.

All "J" boxes are to be labeled with voltage, panel, and circuit numbers.

On remodeling work, any wiring, including communication cable, conduit, etc. that is not going to be re-used **MUST BE** demolished out to original point of connection.

All electrical outlets and lighting circuits are to be properly identified. Outlets shall be labeled on backside of cover plate.

Floor scans may be required prior to coring. Any scans required shall be the Contractor's cost.

All low voltage wiring is to be plenum rated and shall not rest on ceiling tiles, fire sprinkler lines, ductwork, VAV boxes, or conduit and must be supported properly from the deck above with j-hooks or cable tray as may be required. Under no circumstances should the cabling run through building dampers and should not penetrate rated walls without a conduit sleeve and fire rated caulking to maintain rating.

All electrical and phone closets being used must have panels replaced and doors shut at the end of each day's work. Any electrical closet that is opened with panel exposed must have a work person present. Electrical room doors must not be propped open without someone present.

All electricians, telephone cable installation personnel etc., will upon completion of their respective projects, pick up and discard their trash leaving the telephone and electrical rooms clean. If this is not complied with, the building janitors will conduct a clean up, and the General Contractor will be back charged for this service.



## Basin Street Properties Construction Policies and Procedures

### PLUMBING

Only commercial grade, ADA compliant fixtures/appliances shall be installed. Residential grade is not acceptable.

Adjustable trap primers must always be installed, where applicable.

An isolation valve must be installed for any new water supply and the ceiling location tagged to identify the shut-off valve. The use of flexible tubing, unless of braided stainless steel, is prohibited.

New water lines installed for tenant appliances must be provided with braided stainless steel.

### HVAC

Only building standard grills and diffusers are to be installed. Any room with a door, which is larger than a 4' x 6' closet, must have a return air grill. Flags must be used to identify any balancing dampers installed in ductwork. All VAV boxes, controls, ductwork must match building standard. Any VAV boxes, ductwork, exhaust fans, or supplemental cooling units not being utilized MUST BE demolished out to original point of connection. Any equipment above ceiling visible through return air grilles must be painted flat black.

Service access to existing equipment shall not be hampered or obstructed by added equipment or any installation required of contractor.

A preliminary inspection of the HVAC work in progress will be scheduled through the Management Office prior to the re-installation of any removed ceiling grid. The General Contractor must schedule this with the Chief Engineer.

Supplemental A/C units will require sub meter (Emon-Dmon) to determine billable electrical consumption. Review installation and location for such meters with building's Chief Engineer prior to any work. Roof curbs and penetrations will be performed by BSP approved roofing contractor only. Any roof top equipment must be labeled with Suite number and installation date. The Contractor is responsible for maintaining the integrity of the roof and providing a watertight seal at any penetrations.

All programming of controls will be performed by BSP's preferred Contractor. No exceptions.

Water source reheat VAV's will require water balance valves, air vents, and strainers.

Contractor's signature below indicates acknowledgement and understanding of the BSP Construction Policies and Procedures.

Contractor's Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_





## Vendor Work Request Form

**This Form must be completed entirely. Work may not be permitted if the form is incomplete. Hot Work, Life Safety System shut down, and work requiring the Engineering Staff on site will require 24-hour prior notice.**

*Contractor requesting disablement of Fire & Life Safety Systems is responsible for fire watch of the building during the entire requested time window or until confirmation is received that the fire system operation has been restored to normal.*

Please check one:	<input type="checkbox"/> Building Contractor	<input type="checkbox"/> Tenant Contractor
-------------------	--	--

Company Name: \_\_\_\_\_

Sub-Contractors: \_\_\_\_\_  
\_\_\_\_\_

Work Date: \_\_\_\_\_ Time to Begin: \_\_\_\_\_ Time to End: \_\_\_\_\_

Type of work to be done:

- Hot Work (24-hour notice required)       Life Safety System (24-hour notice required)
- Electrical Power Shutdown (24-hour notice required)       Natural Gas Shutdown (24-hour notice required)
- Building Water Supply Shutdown (24-hour notice required)
- Other (please describe): \_\_\_\_\_

Location of Work: \_\_\_\_\_

Key Access Needed:     Telco       Electrical       Other: \_\_\_\_\_

Emergency Contact Information:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

On-Site Supervisor Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Tenant Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Building Management Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM TO BE RETURNED TO BUILDING MANAGEMENT OFFICE**

# BSP CARES COVID-19 Prevention Policy for BSP Contractors & Vendors

<https://www.osha.gov/Publications/OSHA3990.pdf>

1

**How to Safely Wear and Take Off a Cloth Face Covering**  
Available: <https://www.cdc.gov/coronavirus/2019-nCoV/images/getting-it-right-cloth-face-covering-01a>

**WEAR YOUR FACE COVERING CORRECTLY**

- Wash your hands before putting on your face covering
- Put it over your nose and mouth and secure it under your chin
- Try to fit it snugly against the sides of your face
- Make sure you can breathe easily
- Do not place a mask on a child younger than 2

**USE THE FACE COVERING TO HELP PROTECT OTHERS**

- Wear a face covering to help protect others in case you're infected but don't have symptoms
- Keep the covering on your face the entire time you're in public
- Don't put the covering around your neck or up on your forehead
- Don't touch the face covering, and, if you do, clean your hands

**FOLLOW EVERYDAY HEALTH HABITS**

- Stay at least 6 feet away from others
- Avoid contact with people who are sick
- Wash your hands often, with soap and water, for at least 20 seconds each time
- The hand sanitizer if soap and water are not available

**TAKE OFF YOUR CLOTH FACE COVERING CAREFULLY, WHEN YOU'RE HOME**

- Untie the strings behind your head or stretch the ear loops
- Handle only by the ear loops or ties
- Fold outside corners together
- Place covering in the washing machine
- Wash your hands with soap and water

Cloth face coverings are not surgical masks or N-95 respirators, both of which should be used for health care workers and other medical first responders.

For instructions on making a cloth face covering, see: [cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

**COVID-19 STOP THE SPREAD OF GERMS**  
STOP THE SPREAD OF GERMS

**Help prevent the spread of respiratory illnesses.**

- Avoid close contact with people who are sick.**
- Cover your cough or sneeze with a tissue. Then throw the tissue in the trash.**
- Clean and disinfect frequently touched objects and surfaces.**
- Avoid touching your eyes, nose, and mouth.**
- Stay home when you are sick, except to get medical care.**
- Wash your hands often with soap and water for at least 20 seconds.**

For more information: [www.cdc.gov/COVID19](https://www.cdc.gov/COVID19)

**\*\* a copy of this packet will be sent to each GC as part of the Building Rules & Regulations. All contractors, subcontractors and vendors must comply. Should you have any questions, or concerns please reach out to your CM/PM in advance of starting work at any BSP facility**

3

## EXHIBIT D

### **Insurance Requirements**

Subtenant shall maintain and require its subcontractors and agents to maintain, during the term of this Sublease Agreement or any extensions of the term, insurance, or self-insurance, as described below.

Sublandlord reserves the right to request evidence of insurance, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Sublease Agreement or failure to identify any insurance deficiency shall not relieve Subtenant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance, or self-insurance, at all times during the term of this Sublease Agreement.

### **Workers Compensation and Employers Liability Insurance**

- a. Required if Subtenant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits as required by California law.
- d. Required Evidence of Insurance:
  - i. Certificate of Insurance.

If Subtenant currently has no employees as defined by the Labor Code of the State of California, Subtenant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Sublease Agreement or any extensions of the term.

### **General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.

Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Subtenant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Subtenant.

- b. Subtenant is responsible for any deductible or self-insured retention and shall fund it upon Sublandlord's written request, regardless of whether Subtenant has a claim against the insurance or is named as a party in any action involving the Sublandlord.

- c. County of Sonoma, its officers, agents and employees shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Subtenant (ISO endorsement CG 20 26 or equivalent).
- d. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- e. The policy shall cover inter-insured suits between Sublandlord and Subtenant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- f. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### **Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Subtenant currently owns no autos, Subtenant agrees to obtain such insurance should any autos be acquired during the term of this Sublease Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### **Increases in Limits of Insurance**

Sublandlord may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets in writing via an amendment to this Sublease. Sublandlord will allow Subtenant 30 days to comply with any new insurance requirements.

### **Documentation**

- a. The Certificate of Insurance must include the following reference: A County-leased premises known as 2235 Challenger Way, Suites 108 Santa Rosa, California.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Sublease Agreement. Subtenant agrees to maintain current Evidence of Insurance on file with Sublandlord for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Attn: Real Estate Manager, County of Sonoma General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, CA 95403.

**d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, within ten (10) days of expiration or other termination of the existing policy.

**e.** Subtenant shall provide immediate written notice if: (1) any of the required insurance policies is terminated or; (2) the limits of any of the required policies are materially reduced, unless Subtenant is able to secure replacement coverage.

### **Material Breach**

If Subtenant fails to maintain insurance which is required pursuant to this Sublease Agreement, it shall be deemed a material breach of this Sublease Agreement. Sublandlord, at its sole option, may terminate this Sublease Agreement and obtain damages from Subtenant resulting from said breach. Alternatively, Sublandlord may purchase such required insurance and Subtenant shall immediately reimburse Sublandlord for any premium costs advanced by Sublandlord for such insurance. These remedies shall be in addition to any other remedies available to Sublandlord.