Attachment 4

REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Revocable License Agreement for Use of County Facilities ("Agreement"), made and entered into on _____, ("Effective Date"), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County"), and **FELTON INSTITUTE**, a California nonprofit public benefit corporation ("Licensee"). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

R E C I T A L S

WHEREAS, the County Department of Health Services ("DHS"), as Tenant, entered into that certain Lease dated October 24, 2023 ("Lease"), and by this reference made a part hereof, with Arrowood Holdings, LLC, a Delaware limited liability company, predecessor-in-interest to 3158 Condo Court, LLC, a California limited liability company ("Landlord"), for certain premises located at 440 Arrowood Drive, in Santa Rosa, California, Assessor's Parcel No. 037-225-019 ("Leased Premises"); and

WHEREAS, Licensee has requested use of a portion of the Leased Premises to operate a transitional and/or interim shelter; and

WHEREAS, County and Licensee have entered into that certain Agreement for Services ("Service Agreement"), for Licensee to provide specialty mental health services to adults with severe and persistent mental illness and substance use disorders; provide County DHS Peer Recovery Services, and to provide assistance to County clients in obtaining employment; and said Agreement is renewed by the County Department of Health Services, based on applicable procurement requirements; and

WHEREAS, County is willing to allow Licensee to use a portion of the Leased Premises , as defined below, and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

A G R E E M E N T

1. License. The County hereby grants Licensee a revocable license, subject to all the terms and conditions of this Agreement, to use that portion of the Leased Premises described in Section 2 below.

2. Premises. Licensee is hereby permitted to use a portion of the County Leased Premises as specifically shown or described in **Exhibit A,** attached hereto and made a part hereof ("Premises"), consisting of 25,025 sq. ft. within the Building, and excluding those offices reserved for County, where shown in **Exhibit A**.

3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.

4. Term. This Agreement is contingent on Licensee obtaining and maintaining all applicable permits and approvals from regulatory agencies having jurisdiction ("AHJs") for its use of the Premises. Licensee acknowledges that the Premises and Licensee's use thereof may be subject to regulation and approval by said regulatory agencies.

   On condition of Licensee having obtained all required permits and applicable approvals from AHJs, Licensee may use the Premises as otherwise set forth herein commencing as of the Effective Date of this Agreement, and expiring on June 30, 2027 ("Initial Term"), unless earlier terminated in accordance with Section 23 below.

   4.1 Extension Options. Licensee is given two (2) extension options to extend the Term, on all the provisions contained in this Agreement, including Consideration, each for a period of one (1) year (the "First Extended Term" and the "Second Option Term, " collectively the "Option Terms"), following expiration of the Initial Term or the 1st Extended Term, by giving written notice of exercise of the option ("Option Notice") to County at least sixty (60) days prior to the expiration of the Initial Term or the 1st Extended Term Option Term.

   4.2 Term Co-terminous with Service Agreement. Notwithstanding anything contained in this Agreement to the contrary, in the event the Service Agreement expires or is otherwise terminated, this Agreement shall automatically terminate effective upon the date the Service Agreement expires or terminates.

5. Rent. No rent shall be due for this Agreement.

6. Non-Monetary Consideration: Licensee shall provide services to DHS clients, as specified in and pursuant to the Service Agreement.

7. Use. Licensee's use shall be limited to providing services as specified and pursuant to the Service Agreement. No other use is allowed. The rules and regulations attached hereto as **Exhibit B**, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises and the building of which they are a part and the preservation of good order thereon are hereby expressly made a part hereof. Licensee hereby agrees to comply with all applicable rules and regulations imposed by County. Licensee shall be solely responsible for any cost or expense for any and all maintenance and/or repairs required by County or by any AHJ, including without limitation, alterations or repairs necessitated by the Americans with Disabilities Act.

   County and Licensee acknowledge that this Agreement is subject to the Lease, attached hereto as **Exhibit E** between County and its Landlord. Licensee agrees that its use shall comply with the terms of the Lease and shall not undertake any activity

that could result in the County's default under the Lease. Licensee may only use the Premises for the purposes described in the Service Agreement between County and Licensee.

8. Utilities and Repairs. County shall be responsible for the payment of any utilities to the Premises. Licensee shall reimburse County for the cost of any repair(s) that are needed to the Premises, as a result of Licensee's negligence or willful acts. Reimbursements due to County for the cost of any repairs that are needed as a result of Licensee's negligence or willful acts shall be paid to County within thirty (30) days of receipt of invoice by Licensee for said repairs.

9. Equipment Installation and Operation. Licensee shall install the equipment described in **Exhibit C**, at its sole cost and expense, subject to the prior written approval of County of the equipment location and connection methods. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. Licensee's installation and operation of equipment shall not interfere with the County's existing equipment, or that of the County's other tenants or licensees. In the event the installation, operation or maintenance of said equipment 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 immediately 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. Taxes. If applicable, Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.

11. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

12. Compliance with Laws. Licensee shall observe and comply at all times with all applicable federal, state and local statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force applicable to activities under this Agreement and/or use of the Premises. Without limiting the generality of the foregoing, Licensee expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

12.1 Annual Inspection by County. Licensee acknowledges that the Premises shall be subject to annual inspection for compliance with all applicable federal, state and local statutes and ordinances, rules, regulations, directors, and orders of governmental agencies, including Permit Sonoma. Licensee shall be solely

responsible for the inspection fee for said annual inspection performed by Permit Sonoma. On or before July 1 of each year of this Agreement, Licensee, at Licensee's sole cost and expense, shall provide County with a certificate of compliance issued by County Permit Sonoma, as to the condition of the Premises.

13. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County, its tenants/licensees, or any other authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.

14. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.

15. Extent of Grant of License. This Agreement and the license herein are granted only in County's proprietary capacity as owner of the Premises, and not in County's governmental or regulatory capacity as to the Premises or the activities thereon. Acquisition of any other necessary permits or entitlements for use or activity at the Premises is the responsibility of Licensee. **NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.**

16. Deposit Refund. Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.

17. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.

18. Non-liability of County. In connection with this Agreement, County, its officers, agents, and employees shall not be liable to Licensee, Licensee's property or equipment, or any of Licensee's agents or invitees from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless to the extent such injury or damage is caused by or due to the gross negligence or willful misconduct of County, or its officers, agents, or employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.

18.1 Certified Access Specialist Disclosure. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a "Certified Access Specialist."

The following disclosure is hereby made pursuant to applicable California law, "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp

inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

19. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including but not limited to 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 County 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 Licensee, arising out of or in connection with any of the circumstances described in Sections 19.1, 19.2, 19.3 and 19.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the gross negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee'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. This indemnification and obligation to defend the County shall survive the expiration or earlier termination of this Agreement.

19.1 Use of Premises. Use of County Property in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.

19.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

19.3 Approval of Agreement. The approval of this Agreement by County.

19.4 Other Activities. Any other activities of Licensee, its agents, employees, invitees, or subtenants.

20. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in **Exhibit D** attached hereto and by this reference made a part hereof.

21. Liability for Loss or Damage to Premises and/or Leased Premises. Licensee shall be liable to County for any loss or damage to the Premises and/or Leased Premises arising from or in connection with Licensee's use of or activities on the Premises and/or Leased Premises or that of any of its officers, agents, employees or invitees. Without limiting the foregoing, Licensee shall reimburse County for the cost of repair(s) to the Premises caused by or arising from Licensee's use or activity at the Premises. Reimbursements due to County for the cost of any such repairs shall be paid to County within thirty (30) days of receipt of invoice by Licensee.

22. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.

23. Termination.

23.1 Without Cause by County. County may terminate this Agreement for any reason whatsoever, including in the event of revocation or lapse of any required permit, upon five (5) days prior written notice to Licensee.

23.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Licensee fail to perform any of the services required within the time and in the manner provided or otherwise violate any of the terms of the Service Agreement, County may immediately terminate this Agreement by giving Licensee written notice of such termination, stating the reason for termination.

24. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

25. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

26. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees are not officers, agents or employees of the County and shall act in an independent capacity. Further, Licensee, its officers, agents and employees shall not represent themselves to be or be construed to be officers, agents, or employees of County.

27. License Not a Lease. This Agreement does not constitute a lease, but constitutes a revocable license and Licensee is limited to the use of the Premises expressly and

specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the Leased Premises for any purpose whatsoever. Licensee disclaims any interest that, when coupled with the license herein granted, would render it irrevocable.

28. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after receipt of e-mail delivery and/or after deposit in the United States Mail, via 1st class mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to COUNTY:
COUNTY OF SONOMA
Sonoma County Public Infrastructure
Attn: Real Estate Manager
400 Aviation Boulevard, Suite 100
Santa Rosa, CA 95403
Email: SPI-RealEstate@sonomacounty.gov
Phone: 707.565-2550

With a copy to:
COUNTY OF SONOMA
Department of Health Services
Attn: Gretchen Melendy, Facilities Operations Manager
1450 Neotomas Avenue, Suite 130
Santa Rosa, CA 95405
Email: Gretchen.Melendy@sonomacounty.org

If to LICENSEE:
FELTON INSTITUTE
Attn: Curtis Penn, Division Director, Justice Services
1005 Atlantic Avenue
Alameda, CA 94501
Email: cpenn@felton.org.
Phone: 415.474-7310, ext. 777.

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 28.

29. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

30. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its improvements and equipment as is/are designated by County, restore the Premises to its original condition, and vacate the Premises. In the event Licensee neglects to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed, and all direct and indirect costs associated

with such work shall be reimbursed by Licensee, immediately, upon receipt of a statement therefor.

31. General Provisions.

31.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

31.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

31.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

31.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

31.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

31.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

31.7 Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

31.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

"LICENSEE": **FELTON INSTITUTE**, a California nonprofit public benefit corporation

By: _____
Print Name: _____
Title: _____

"COUNTY": **COUNTY OF SONOMA**, a political subdivision of the State of California

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

The SPI Director is authorized to execute this Agreement pursuant to the Board of Supervisors Summary Action dated _____, 2026.

APPROVED AS TO FORM FOR COUNTY:

_____
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

_____
Nolan Sullivan, Director
Department of Health Services

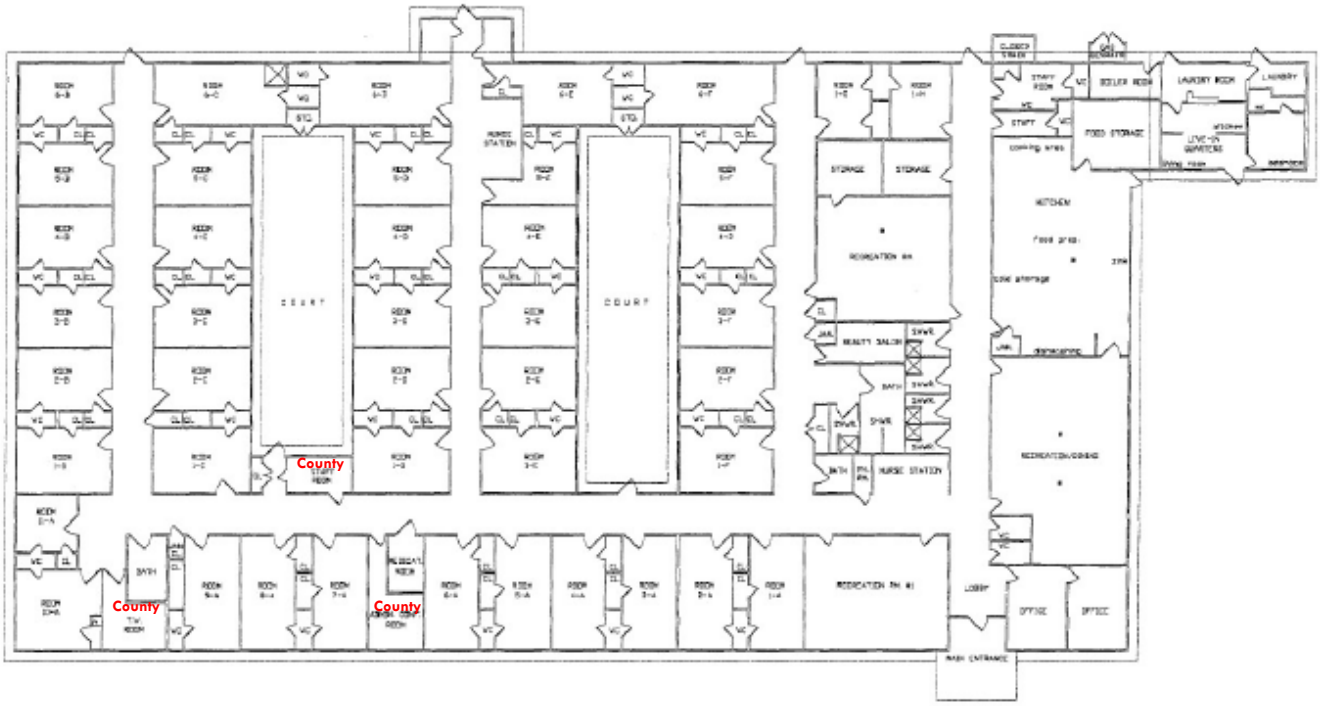
_____
C. Warren Sattler, Real Estate Manager
Sonoma County Public Infrastructure

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:

Reviewed by: _____

Exhibit A

[Description/Depiction of the Premises]



440 Arrowood Drive, Santa Rosa, CA

Exhibit B

RULES AND REGULATIONS

1. No permanent sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the Premises without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.

   All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.

   Licensee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises. Licensee shall not, without prior written consent of County, sunscreen any window.

2. The driveways, sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Licensee in such a manner as to violate the Americans with Disabilities Act (A.D.A.), fire code(s) or other laws, or used for any purpose other than for ingress to and egress from the Premises.

3. Licensee shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.

4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Licensee.

5. Licensee shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.

6. No furniture, freight or equipment of any kind shall be brought into the Premises without the prior notice to County, and all moving of the same into or out of the building of which the Premises are comprised or are a part shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the building by moving or maintaining any such safe or other property shall be repaired at the expense of Licensee.

7. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the building of which the Premises are comprised or are a part by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises. Disability assistance animals shall, however, be permitted in the Premises.

8. No cooking shall be done or permitted on the Premises by Licensee without proper food permits and licenses required by law and as approved by the County. Cooking and/or meal preparation shall be performed by Licensee and/or County-approved vendor only. The Premises shall not be used for the storage of merchandise or for any improper, objectionable or immoral purposes.

9. Licensee shall not use, permit use, or keep on or in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.

10. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County. – OR –

    Licensee shall make no changes to existing utilities (i.e., water, electrical) at the Premises. Licensee shall notify County, in writing, if use of electrical utilities is needed, prior to the Event.

11. On Saturdays, Sundays and County holidays, and on other days between the hours of 6:00 p.m. and 8:00 a.m. the following day, access to the building of which the Premises are comprised or are a part, or to the halls, corridors, elevators or stairways in the building, or to the Premises, may be refused. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the building or Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the occupants and protection of property in the building and the building.

12. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.

13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.

14. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.

15. Licensee shall not disturb, solicit or canvass any occupant of the building of which the Premises are comprised or are a part and shall cooperate to prevent same.

16. Without the written consent of County, Licensee shall not use the name of the building of which the Premises are comprised or are a part in connection with or in promoting or advertising the business of Licensee except as Licensee's address.

17. County shall have the right to control and operate the public portions of the building of which the Premises are comprised or are a part and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of the occupants, in such manner as it deems best for the benefit of the occupants generally.

18. All entrance doors shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

19. County is not responsible for providing security at any time. Licensee shall, at its sole cost and expense, provide for private security personnel to be present for the safety of the public during use of the Premises.

Exhibit C

[Licensee's Equipment]

[to be determined.]

Licensee shall be responsible for the installation, maintenance, repair and replacement of Licensee's equipment.

Exhibit D

[Insurance Requirements]

Licensee shall maintain and require its subcontractors and agents to maintain, during the term of this Agreement or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Licensee 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 of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
   - **e.** *Required Evidence of Insurance*:
     - **i.** Subrogation waiver endorsement; and
     - **ii.** Certificate of Insurance.

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

2. **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.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be

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

d. **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 Licensee (ISO endorsement CG 20 26 or equivalent).

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.

g. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance*:

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. Property Insurance for Business Personal Property and Tenants Improvements
(Required only during the Post-Construction Period)

a. Property insurance on a "special form" or "all risks" basis.

b. Minimum Limit: the full current combined replacement cost of Tenant's Business Personal Property and Licensee's improvements.

c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.

d. Licensee shall disclose any deductible or self-insured retention in excess of $25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.

e. *Required Evidence of Insurance*: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

4. 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 Licensee currently owns no autos, Licensee agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

5. Increases in Limits of Insurance

County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

6. **Standards for Insurance Companies**
   Insurers, other than the California State Compensation Insurance fund, shall have an A.M. Best's rating of at least A:VII.

7. **Documentation**
   - **a.** The Certificate of Insurance must include the following reference: **LI-DHS-2026-138, licensed Premises located at: 440 Arrowood Drive, Santa Rosa, CA.**
   - **b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
   - **c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its Officers, Agents and Employees, c/o Sonoma County Public Infrastructure, Attn: Real Estate, 400 Aviation Boulevard, #100, Santa Rosa, CA 95403, SPI-RealEstate@ sonomacounty.gov**.
   - **d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   - **e.** Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
   - **f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. **Policy Obligations**
   Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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

Exhibit E

[Master Lease]

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LEASE

This Lease ("Lease") is made this day of October 24, 2023 ("Effective Date"), by and between Arrowood Holdings LLC, a Delaware limited liability company (hereinafter called "Landlord"), and the COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter called "Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

ARTICLE 1

REAL PROPERTY, BUILDING, AND PREMISES

1.1 Lease of Premises. Subject to Section 1.5 relating to Tenant's right to expand the Premises (as defined below), Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in **Exhibit A** attached hereto ("Premises"), which is commonly known as 440 Arrowood Drive Santa Rosa, CA, is situated on and included within the Premises that certain 1.55 acres of real property commonly known as Sonoma County Assessor's Parcel Number 037-225-019 located in the City of Santa Rosa, County of Sonoma, State of California ("Property"). The Rentable Area (as defined in Section 1.4) of the Premises Building ("Building") is Twenty Five Thousand Four Hundred and Fourteen (25,414) rentable square feet. The Building, the areas servicing the Building, and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as **Exhibit B**) are sometimes collectively referred to as both the Premises and the "Real Property".

1.2 Appurtenant Rights. Tenant shall have the right to the exclusive use, throughout the Lease Term, of all sidewalks, plazas and walkways, landscape, parking lot, and service alleys surrounding the Building, delivery and loading areas and facilities of the Building, telephone equipment rooms and all other facilities in or about the Building, and the appurtenances thereto, as the same may exist from time to time. Such use shall be for Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees. Landlord covenants that all light and air now enjoyed by the Premises shall not be permanently changed by any intentional act of Landlord during the term of this Lease.

1.3 Premises; Acceptance. Landlord warrants the following Building Standard Conditions of the Premises, Building and Property have been completed in 2023 or contracted for in 2023 prior to the Lease Effective Date and shall exist prior to Tenant's possession of the Premises: new interior and exterior paint, new interior building standard flooring throughout the Premises, building standard vinyl flooring in common areas and bathroom facilities, building standard carpeting in the bedroom areas, all ceiling tiles in good condition, all restrooms in good working order, existing boiler, heat-pump system in good working order, replacement of all windows with building standard vinyl windows, repairs to parking lot, stripe and seal of parking lot, ADA path of travel from parking lot to building entrance, update to the landscaping along

Arrowood Drive near the entry, and resurface of the roof ("Building Standard Conditions").

1.3.1 Tenant Improvements N.A.

1.3.2 Tenant Improvement Allowance. N.A.

1.4 Rentable Area and Usable Area. N.A.

1.4.1 Standard of Calculation. N.A.

1.4.2 Verification of Rentable Area and Usable Area. N . A .

1.4.3 Adjustment of Rent. N . A .

1.5 First Right of Refusal. N.A.

ARTICLE 2

TERM

2.1 Term. The term of this Lease ("Lease Term") shall commence on the Commencement Date provided for in Section 2.2 below and shall end eight (8) years later ("Lease Expiration Date"), subject to any termination, option, renewal or extension rights of Tenant as provided for in this Lease.

2.2 Commencement Date. The Lease Term shall commence on the later of the following dates (the "Commencement Date"): (a) December 1, 2023, or (b) the day that is the first Monday following the elapse of thirty (30) days from the date of the delivery of the Notice of Substantial Completion as defined in Section 2.3 to Tenant. Notwithstanding the foregoing, if Landlord's Notice of Substantial Completion is delivered more than thirty (30) days prior December 1, 2023 and if Tenant commences operation of its business in the Premises prior to December 1, 2023, then this Lease shall commence on the date that Tenant commences operation of its business in the Premises. Upon the determination of the Commencement Date, Landlord and Tenant shall execute a written acknowledgment of the Commencement Date and shall attach it to this Lease as **Exhibit D**.

2.3 Substantial Completion Building Standard Conditions. Landlord's Work shall be deemed "Substantially Complete" when: (a) the Building Standard Conditions described in Section 1.3 are substantially complete in accordance with the Permits, and Laws and Orders; (b) the Landlord has certified in writing that the Building Standard Conditions are substantially complete ("Notice of Substantial Completion"); (c) Landlord's Representative and Tenant's Representative

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agree that all work has been substantially performed, such agreement not to be unreasonably withheld; (d) there is no incomplete or defective work that unreasonably interferes with Tenant's use of the Premises; (e) the Building is ready for occupancy by Tenant except for the completion of Tenant's Work; and (f) all utilities are available for use by Tenant in the Premises. The Substantial Completion Date shall not occur until the Building Standard Conditions are Substantially Completed and Tenant has had at least fifteen (15) calendar days to complete Tenant's Work.

Landlord shall diligently pursue completion of any minor details or adjustments that have not been performed at the time Landlord gives the aforesaid notice of substantial completion to Tenant. Landlord agrees to use its best efforts to provide Tenant with at least thirty (30) days' advance notice of the date on which the Building Standard Conditions are expected to be Substantially Completed. Tenant shall be granted early access to the Premises for a fixturing period of fifteen (15) calendar days prior to the Commencement Date for installation of Tenant's furniture, fixtures and equipment. Tenant and its contractors or vendors shall comply with the insurance requirements of Section 9.1 prior to such early access.

2.4 Delay in Commencement. If Landlord, for any reason whatsoever, fails to give Tenant a Notice of Substantial Completion by March 1, 2024, as provided for above, then the Tenant may: (a) terminate this Lease by giving Landlord thirty (30) days prior written notice of its intention to do so; or (b) extend Landlord's time for completion thereof and delivery of possession to Tenant. Landlord's obligation to complete the Premises within the time specified in this Section 2.4 shall not otherwise be extended for any reason except delays caused by Tenant, strikes, lockouts, fires, floods, war, civil disorder or government regulations.

2.5 Option To Extend Term. Landlord grants to Tenant one (1) option to extend the Lease Term ("Extension Option") for a period of five (5) years ("Option Term"), subject to the conditions described in this Section 2.5.

2.5.1 Conditions of Option. The Extension Option may be exercised only by written notice delivered by Tenant to Landlord as provided in Subsection 2.5.3 and only if, as of the date of delivery of the notice, Tenant is not in material default under this Lease after the expiration of any applicable cure periods. If Tenant properly exercises the Extension Option, the Lease Term, as it applies to the entire Premises then leased by Tenant, shall be extended for the respective Option Term.

2.5.2 Option Rent.

2.5.2.1 Option Term. The Rent payable by Tenant during the Option Term shall be equal to the Rent per square foot of Rentable Area in effect immediately prior to the commencement of the Option Term increased by the percentage increase shown by the Consumer Price Index for All Urban Consumers (CPI-U) San Francisco Area (1982-84=100) ("Index") published by the U.S. Department of Labor, Bureau of Labor Statistics ("USDOL"), for the month immediately

preceding the first month of the Option Term ("Base Index") as compared with the Index that is 12 months before the Base Index [Note: as of the date of the Lease, the Index is only published by the USDOL every other month, Landlord shall use the Index that is published closest to the month that is immediately preceding the start of the Option Term]. In no event shall the percentage increase be less than three percent (3%) or more than seven percent (7%). Rent shall thereafter be increased annually on the anniversary of the commencement of the Option Term by three percent (3%).

2.5.2.2 Rental Rate of Comparable Space. N.A.

2.5.2.3 Adjustment for Tenant Improvement Allowance. N.A.

2.5.3 Exercise of Option. The Extension Option must be exercised by Tenant, if at all, only at the time and in the manner provided in this Subsection 2.5.3.

2.5.3.1 Exercise of Option. If Tenant wishes to exercise its Extension Option, Tenant shall deliver written notice to Landlord no less than one hundred eighty (180) days before the expiration of the initial Lease Term.

2.5.3.2 Exercise of Subsequent Options. N . A .

2.5.4 Amendment to Lease. If Tenant timely exercises its Extension Option, Landlord and Tenant shall execute an amendment to this Lease, extending the Lease Term for the respective Option Term on the terms and conditions set forth in this Section 2.5. Execution of that amendment shall not be a condition precedent to the effectiveness of the respective Option Term.

2.6 Termination by Tenant.

2.6.1 Non-appropriation of Funds. Tenant may terminate this Lease, in accordance with Section 2.6.3 below, with respect to all of the Premises upon Two Hundred Seventy (270) days' prior written notice to Landlord ("Termination Notice") on the happening of any one or more of the following events: (a) the County Board of Supervisors fails to appropriate sufficient funds for the DHS Behavioral Health Bridge Housing Program to enable the Department of Health Services to continue to rent the Premises; (b) the County Board of Supervisors discontinues, in whole or in part, the DHS Behavioral Health Bridge Housing Program for which the Premises were leased; or (c) the funding, whether County, State or Federal, for the DHS Behavioral Health Bridge Housing Program for which the Premises were leased is reduced or withdrawn.

2.6.2 Discretionary Termination. None

2.6.3 Termination Procedures.

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2.6.3.1 Exercise of Termination Right. The termination shall be effective as of Two Hundred Seventy (270) days after Tenant delivers the Termination Notice to Landlord ("Lease Termination Date"). If Tenant terminates the Lease pursuant to this Section 2.6, Tenant's delivery of the Termination Notice to Landlord shall be accompanied by an amount equal to the Lease Termination Fee, as defined in this Subsection 2.6.3.

2.6.3.2 Lease Termination Fee. In the event Tenant funding for this program discontinues, the Tenant may terminate the Lease with a 270-day notice, and reimbursement of any un-amortized costs that were incurred to enter into this Lease and deliver the Premises to Landlord. This shall include but not be limited to brokerage commissions and legal fees. The unamortized costs shall be payable to Landlord within 30 days of Tenant's written notice to terminate early.

2.7 Holding Over. Any holding over by Tenant shall not be nor be construed to be a renewal of the term of this Lease but shall constitute a month to month tenancy which may be terminated by either party upon ninety (90) days' prior written notice to the other party, and shall otherwise be on the same terms and conditions herein set forth, except Rent shall be one hundred fifty percent (150%) of the Rent payable during the last full month of the Lease Term or Option Term.

ARTICLE 3

USE OF PREMISES

3.1 Tenant's Use. Tenant shall use and occupy the Premises for any lawful business use including providing transitional housing and mental health and addiction recovery and rehabilitation services for those in the community who are homeless, including their minor children.

3.2 Landlord's Obligations. N.A.

3.3 Tenant's Compliance with Laws and Orders. Tenant shall at all times comply with building codes, applicable laws, covenants or restrictions of record, regulations, orders and ordinances ("Law and Orders") with respect to its use of the Premises, Building and Property.

ARTICLE 4

4.1 Definition of "Rent"--Limited Setoff. Commencing on the Commencement Date, Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of Forty Seven Thousand Fifteen and 90/100 dollars ($47,015.90), ($1.85 per square foot of the Rentable Area per month)

in advance on or before the first day of every calendar month during the Lease Term, without any setoff or deduction except as provided in Section 6.2, Section 10.6, Section 17.3, and Section 20.2. Payment shall be made at the address set forth in Section 19.3 or at any other place that Landlord may from time to time designate in writing. Tenant shall not be obligated to recognize any agent for the collection of Rent until written notice of the appointment and the extent of the authority of such agent shall be provided to Tenant by Landlord. Tenant shall not be responsible for any of Landlord's operating expenses or operating expense pass-throughs during the Lease Term.

4.2 Initial Payment; Proration. The Rent for the first full calendar month of the Lease Term shall be paid on the Commencement Date. If any payment date (including the Commencement Date) for Rent, falls on a day other than the first day of that calendar month, or if any Rent payment is for a period shorter than one calendar month, the Rent for that fractional calendar month shall accrue on a daily basis for each day of that fractional month at a daily rate equal to 1/365 of the total annual Rent. All other payments or adjustments that are required to be made under the terms of this Lease and that require proration on a time basis shall be prorated on the same basis.

4.3 Rental Adjustments. Notwithstanding to the adjustment provided in Section 2.5.2, Rent shall be adjusted as follows: Beginning on the first anniversary of the Commencement Date and on each successive anniversary thereafter during the Lease Term, Rent shall be increased by Three Percent (3%).

4.4 Rent Concessions. N/A

4.5 Property Tax and Insurance Expense Increases. Tenant shall reimburse Landlord for property tax and property insurance expense increases above Base Year 2024, with Tenant reimbursement of property insurance cost increases not to exceed 8% of the previous year's property insurance cost for the coverage listed at **Exhibit C**. Such amount and all monetary obligations of Tenant are deemed to be Rent.

4.6 Address for Payment of Rent. All Rent shall be paid to CIRE Management FBO of Arrowood Holdings LLC at P.O. Box 11248, Santa Rosa, CA 95406.

ARTICLE 5

MAINTENANCE

5.1 Maintenance of Building and Premises. Except as otherwise provided in this Lease, during the Lease Term, Landlord, at its expense, agrees to maintain the structural elements in the Premises, Building structure, roof, roofing membrane, Building exterior walls, and other structural members and parts of the Building, sidewalks, pathways, signs, walkways and parking areas, and underground lines located on the Property in good order, condition and repair. Landlord represents that it replaced the roof in 2023. Landlord shall have thirty (30) days after notice from Tenant to

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perform its obligations under this Section 5.1, except Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency or substantially interferes with Tenant's use of Premises. Tenant expressly waives the benefits of California Civil Code Sections 1941 and 1942 and any other law, statute or ordinance now or hereafter in effect that would otherwise afford Tenant the right to make repairs at Landlord's expense. Notwithstanding the above, Landlord shall have no obligation after the completion of the Building Standard Conditions to make any further modification to the sidewalks, parking lots or any part of the Premises, Building or Property to comply with the ADA as defined in Section 12.4. Such costs shall be solely Tenant's responsibility.

5.2 Landlord's Warranty. Landlord shall deliver the Premises to Tenant broom clean and free of debris on the Commencement Date and shall warrant that the existing electrical, plumbing, lighting, heating and HVAC, shall be in good working order on said date and for a period of one (1) year. If Tenant does not give Landlord the required notice within the warranty period, correction of any such non-compliance, malfunction or failures shall be the obligation of Tenant.

5.3 Acceptance of Premises. Tenant hereby accepts the Premises, the Building and Property in their "as is" condition as of the Commencement Date and subject to the Substantial Completion of the Building Standard Conditions subject to all applicable Laws and Orders governing and regulating the use of the Premises. Tenant acknowledges that it has satisfied itself by its own independent investigation that the Premises are suitable for its intended use, and that neither Landlord nor Landlord's agent has made any oral or written representation or warranty as to (i) the present or future suitability of the Premises or the Building for the conduct of Tenant's business, or (ii) the condition of the Premises or the Building, except as specifically stated in this Lease.

5.4 Tenant's Obligations. Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease, keep the Premises, the Building and Property in good order, repair and condition at all times during the Term, including but not limited to all equipment, plumbing, HVAC equipment, electrical, lighting facilities, water heaters, fixtures, interior walls, interior surfaces of exterior walls, stairwells, ceilings, floors, windows, doors, plate glass, fire sprinkler system, smoke detection system and skylights. Tenant in keeping the Premises in good order, condition, and repair shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of a service contract for the HVAC equipment and periodic inspections for mold. Landlord shall provide a mold inspection of the Building to Tenant 30 days prior to Commencement Date. Tenant shall be solely responsible for the maintenance, repair and replacement of all landscape areas after Landlord has Substantially Completed all Building Standard Improvements. Subject to Landlord's consent and approval, and within any reasonable period specified by Landlord, Tenant shall, at Tenant's sole expense and in accordance with the terms of

this Lease promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances, unless such is the responsibility of Landlord or is caused by the negligence or willful misconduct of Landlord, its agents or employees. At Landlord's option or if Tenant fails to make such repairs, maintenance, or replacement, Landlord may, but need not, make do so at Tenant's cost.

5.5 Condition Upon Surrender. Upon the last day of the Lease Term, or upon any sooner termination, Tenant shall surrender possession of the Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Tenant. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment. Notwithstanding anything to the contrary otherwise stated in this Lease, Tenant shall leave the power panels, electrical distribution systems, lighting fixtures, HVAC, and plumbing on the Premises in good operating condition, ordinary wear and tear excepted.

ARTICLE 6

UTILITIES AND SERVICES

6.1 Landlord to Provide Utilities. Landlord shall provide, and Tenant shall pay for, electricity service, gas, water, sewer, and heat, telephone, internet, trash service and all utility services it required for its use. Landlord makes no warranty to Tenant that the services available to the Premises are adequate for Tenant's use, however, Landlord warrants that utilities exist at the Premises that are generally sufficient for use of a commercial building of this scale.

6.2 Failure to Furnish Utilities. Except as hereinafter provided, Landlord shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by strikes, lockouts, other labor troubles or other conditions beyond Landlord's reasonable control (financial inability excepted), and Tenant shall not be entitled to any damages nor shall any such failure relieve Tenant of the obligation to pay Rent, or constitute or be construed as a constructive or other eviction of Tenant. Notwithstanding the foregoing, Rent of any kind provided in this Lease shall be equitably abated in the event Landlord, for whatever reason is unable to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for a period of twenty-four (24) hours or more, unless the damage or defective condition relating to failure of such systems is caused by: (a) Tenant, its employees, licensees or invitees; or (b) strike, lockout or other labor troubles; or (c) other conditions beyond Landlord's reasonable control (financial inability excepted). If the damage or defective condition is caused by one of the above three listed reasons, then the amount of such abatement shall be agreed upon by Landlord and Tenant or, in the event Landlord and Tenant are unable to agree on such abatement, the amount shall be determined in an arbitration proceeding (pursuant to the terms of Article 23) according to the extent to which such unavailability interferes with Tenant's normal business operations on the Premises. If Landlord's failure to furnish any such services or utilities to the Premises or to supply

any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for any period of time is caused by any negligence or willful act of Landlord, or Landlord's agents or contractors, there shall be an immediate abatement of Rent for the period of such failure or lack of supply. In the event of any stoppage or interruption of services, Landlord shall use commercially reasonable and diligent efforts to restore said services as soon as possible. Tenant, however, shall have the right, at its option, to terminate this Lease if any such stoppage or interruption of said services continues for any reason for more than fourteen (14) consecutive days.

6.3 Security Services. Tenant shall have the right to install or have installed in the Premises, a card key access system or other security system. Following the Commencement Date, Tenant at all times (24-7) shall have a security guard at the Premises at its own cost.

6.4 Janitorial Services. Landlord shall not be responsible for janitorial service.

6.5 Utility Additions. Landlord reserves the right to install new or additional utility facilities throughout the Building for the benefit of Landlord or Tenant, including, but not by way of limitation, such utilities as plumbing, electrical systems, security systems, communication systems, and fire protection and detection systems, so long as such installations do not unreasonably interfere with Tenant's use of the Premises.

ARTICLE 7

ALTERATIONS AND IMPROVEMENTS

7.1 Tenant Alterations. During the Lease Term, Tenant shall make no alterations, installations, additions, or improvements to the Premises ("Alterations") costing more than Twenty Five Thousand Dollars ($25,000) without submitting to Landlord plans and specifications therefor and obtaining Landlord's written consent, which consent will not be unreasonably withheld or delayed. Landlord, without any cost or liability to itself, shall cooperate with Tenant in securing building and other permits and authority necessary from time to time for any work permitted under this Lease. Except as provided in Section 6.3, Tenant may at any time remove any equipment and trade fixtures installed by or on behalf of Tenant in the Premises. Should Tenant make any Alterations without the prior approval of Landlord, Landlord may, at any time during the Term of this Lease, require that Tenant remove any or all of the same. All Alterations (regardless of cost) made by Tenant to the Premises during the Lease Term shall be considered part of the Premises. All Alterations, except for proprietary County IT and security access systems described by Section 6.3 herein, shall at the expiration or termination of the Lease, become the property of Landlord and be surrendered by Tenant with the Premises.

7.2 Compliance. All Alterations shall be conditioned upon Tenant acquiring a permit and/or license to do so from the appropriate governmental agencies having jurisdiction over the Premises, the furnishing of a copy thereof to Landlord prior to the commencement of the work

and the compliance by Tenant with all conditions of said permit and/or license in a prompt and expeditious manner, and any other requirements that Landlord reasonably considers desirable. All works shall be done by a licensed contractor. Tenant shall cause each contractor or subcontractor to maintain all workers' compensation insurance required by law and liability insurance (including property damage) in amounts provided at **Exhibit C**. Tenant shall provide evidence of that insurance to Landlord before construction begins.

7.3 Payment of Costs. Tenant shall pay, when due, all charges, costs and all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises or the Building, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or the Building or any interest therein. Tenant shall give Landlord not less than ten (10) days' written notice prior to the expected commencement of any work in the Premises by Tenant, and Landlord shall have the right to post notices of non-responsibility in or on the Premises or the Building as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend itself and Landlord against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the Premises or the Building, upon the condition that if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien claim or demand indemnifying Landlord against liability for the same and holding the Premises and the Building free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's reasonable attorneys' fees and costs in participating in such action if Landlord shall decide it is in its best interest to do so.

7.4 Quality of Work. All Alterations shall be made and done in compliance with all applicable Laws and Orders and in good and workmanlike manner and of good and sufficient quality and materials and shall be and become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Lease Term.

ARTICLE 8

PARKING

Included in Tenant's rental herein is the right of Tenant's employees, contractors, agents, customers and invitees to have the right to use on an exclusive basis and free of charge the entire parking lot associated with the Premises.

Tenant shall be entitled to use the parking spaces shown in the Site Plan at **Exhibit B**, for its employees, contractors, agents, customers and invitees subject to Landlord's Rules and Regulations which may be amended from time to time. Tenant shall not permit or allow any vehicles to be parked in areas other than those designated for parking. Tenant shall not allow service or storage of any vehicles in the parking spaces. Tenant understands that, as depicted in the Site Plan, a portion of the parking lot is located on an adjacent property and Tenant shall have no right to park on the adjacent property.

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ARTICLE 9

INSURANCE AND INDEMNITY

9.1 Insurance. Landlord and Tenant and their respective contractors and consultants shall maintain insurance as described in **Exhibit C**, which is attached hereto and incorporated herein by this reference.

9.2 Indemnity.

9.2.1. Indemnification of Landlord. Tenant agrees to indemnify Landlord against and save Landlord harmless and defend Landlord (by counsel reasonably satisfactory to Landlord) and its agents, employees, contractors, and shareholders, directors and lenders, from any and all loss, claim, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of Tenant; (c) the condition of the Premises related to Tenant's duties under this Lease, or any occurrence on the Premises from any cause whatsoever, except to the extent caused by the gross negligence or willful misconduct of Landlord; (d) any acts, omissions or negligence of Tenant or of the contractors, agents, employees, clients, occupants, visitors or licensees of Tenant; or (e) any personal injury (including wrongful death) related to Tenant's use or occupancy of the Premises. Tenant's obligations under this Section 9.2.1 shall survive the termination of the Lease.

9.2.2. Indemnification of Tenant. Landlord agrees to indemnify Tenant against and save Tenant harmless and defend Tenant (by counsel reasonably satisfactory to Tenant) from any and all loss, claim, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Landlord in the observance or performance of any of the terms, covenants or conditions of this Lease on Landlord's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of the Building by Landlord or any person or entity claiming through or under Landlord, except Tenant; (c) the condition of the Building or any occurrence in the Building from any cause whatsoever except to the extent caused by the gross negligence or willful misconduct of Tenant; or (d) any acts, omissions or negligence of Landlord or of the contractors, agents, employees, visitors or licensees of Landlord in, on or about the Building including, without limitation, the design and construction of the Building or the Premises. Neither Landlord nor its agents shall be liable under any circumstances for: (i) injury (including wrongful death) or damage to the person or goods, ware, merchandise, equipment, fixtures or other property of Tenant, Tenant's employees, contractors, clients, occupants, invitees, customers or any other person in or about the Premises or Building, whether such damages or injury is caused by or results from fire, electricity, gas, water or rain, indoor air quality, the presence of mold or

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from the breakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures; or (ii) injury to Tenant's business. Landlord's obligations under this Section 9.2.2 shall survive the termination of the Lease.

ARTICLE 10

DESTRUCTION AND UNTENANTABILITY OF PREMISES

10.1 Definitions.

10.1.1 "Premises Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost to repair is less than 50% of the then replacement cost of the Premises.

10.1.2 "Premises Total Destruction" shall herein man damage or destruction to the Premises to the extent that the cost to repair is 50% or more of the then replacement cost of the Premises.

10.1.3 "Insured Loss" shall herein mean damage or destruction that was caused by an event covered by the insurance required to be maintained under this Lease. The fact that an Insured Loss has a deductible amount shall not make the loss an uninsured loss.

10.1.4 "Replacement Cost" shall herein mean the amount of money necessary to be spent in order to repair or rebuild the damaged area to substantially the same condition that exists immediately prior to the damage occurring, excluding all improvements made by tenants, and except for modifications required by building codes and other laws.

10.2 Partial Damage -- Insured Loss. Subject to the provisions of Section 10.5 and Section 10.6, if at any time during the Lease Term there is damage that is an Insured Loss and that falls into the classification of Premises Partial Damage, then Landlord shall, as soon as reasonably possible and to the extent the required materials are readily available through usual commercial channels, at Landlord's cost, repair such damage, but not Tenant's fixtures, equipment or nonstandard tenant improvements, to substantially its condition existing at the time of the damage, and except for modifications required by building codes and other laws, and this Lease shall continue in full force and effect.

10.3 Partial Damage – Uninsured Loss. Subject to the provisions of Sections 10.5 and Section 10.6, if at any time during the Lease Term there is damage that is not an Insured Loss and that falls within the classification of Premises Partial Damage, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), Landlord may, at Landlord's option, either (i) repair such damage as soon as reasonably possible

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at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant, within thirty (30) days after the date on which Landlord determines the full extent of such damage, of Landlord's intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from Landlord, in which event this Lease shall continue in full force and effect, and Tenant shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such 10-day period, this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

10.4 Total Destruction. If at any time during the Lease Term, there is damage, whether or not an Insured Loss (including destruction required by any authorized public authority), which falls into the classification of Premises Total Destruction, Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, and to the extent the required materials are readily available through usual commercial channels, to its condition existing at the time of the damage, but not Tenant's fixtures, equipment or non-standard tenant improvements, and except for modifications required by building codes and other laws, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant, within thirty (30) days after the date of the occurrence of such damage, of Landlord's intention to cancel and terminate this Lease, as of the date of the occurrence of such damage.

10.5 Damage Near End of Term. If at any time during the last six months of the end of the Lease Term there is damage, whether or not an Insured Loss, which falls into the classification of Premises Partial Damage, Landlord may at Landlord's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so, within thirty (30) days after the date on which Landlord terminates the full extent of such damage. In the event that Landlord terminates the Lease pursuant to this section 10.5, Tenant shall not owe any Rent to Landlord for any period after Tenant receives notice of Landlord's election to terminate and Tenant ceases to occupy all or part of the Premises.

10.6 Abatement of Rent; Tenant Remedies.

10.6.1 In the event of damage described in this Article 10 and Landlord or Tenant repairs or restores the Premises pursuant to the provisions of this Article 10, the Rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which the Premises are rendered unusable, provided that the damage was not the result of the negligence or willful misconduct of Tenant or its principals, employees, contractors or invitees. Such proportional abatement, if any, shall be provided during the period beginning on the later of (a) the date of the damage or (b) the date on which Tenant ceases to occupy the affected portion of the Premises and ending on the date of substantial completion of the restoration and repair. Except for abatement of Rent, if any, Tenant shall

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have no claim against Landlord for any direct, indirect or consequential damage suffered by reason of any such damage, destruction, repair or restoration.

10.6.2 If Landlord shall be obligated to repair or restore the Premises under the provisions of this Article 10 and shall not commence such repair or restoration within ninety (90) days after such obligations shall accrue, or if Landlord shall not substantially complete the restoration and repair within six (6) months after such occurrence, Tenant may, at Tenant's option, cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time after six (6) months have elapsed since such occurrence and before substantial completion of the work. In such event, this Lease shall terminate as of the date of such notice. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair, including the approval and/or execution of plans and specifications required.

10.7 Termination-Advance Payments. Upon termination of this Lease pursuant to this Article 10, an equitable adjustment shall be made concerning advance rent and any advance payments made by Tenant to Landlord.

10.8 Waiver. The provisions of this Lease, including those in this Article 10, constitute an express agreement between Landlord and Tenant. Accordingly, Landlord and Tenant waive the provisions of any statutes or regulations, including California Civil Code Sections 1932(2) and 1933(4), that relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

ARTICLE 11

EMINENT DOMAIN

11.1 Appropriation. In the event of any taking of or damage to all or any part of the Building or Premises, including any interest therein or appurtenant thereto, by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding, inverse condemnation or otherwise, or in the event of any transfer, conveyance, or sale of all or any part of the Building or Premises, including any interest therein, or appurtenant thereto made in lieu of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "appropriation") prior to or during the Lease Term, the rights and obligations of Landlord and Tenant with respect to such appropriation, each time there is an instance of such appropriation, shall be governed by the provisions of this Article 11.

11.2 Date of Appropriation. For the purposes of this Article 11, the date of appropriation shall be the date upon which the condemning authority takes possession of all or any part of the Building or any interest therein or appurtenant thereto, or the date upon which Tenant is required by the condemning authority to commence vacating the Premises or any portion thereof, or any interest therein or appurtenant thereto, as a result of such appropriation, whichever date shall first occur.

11.3 Appropriation of All of the Building. In the event of appropriation of all of the Building, this Lease, subject to all provisions of this Article 11 pertaining to payments to be made, shall terminate as of the date of such appropriation.

11.4 Appropriation of Less Than All of the Building or Premises.

11.4.1. General Provisions. Except as provided in this Section 11.4, in the event of appropriation of less than all of the Building or of the Premises, this Lease shall continue in full force and effect, except that, as to the portion of the Premises so appropriated, this Lease shall terminate as of the date of appropriation.

11.4.2. Right to Terminate.

(i) If the appropriation shall render the Premises unavailable or unsuitable, in Tenant's sole opinion, to continue Tenant's normal use of the Premises, Tenant shall have the right to terminate this Lease. Exercise of such right by Tenant shall be made by written notice to Landlord on or before thirty (30) days after the date of Tenant's receipt of written notice of appropriation. Any such termination shall be effective as of the date of the appropriation.

(ii) Subject to the provisions of Section 11.4.5, in the event that fifty percent (50%) or more of the rentable area of the Building (as it existed on the date of the appropriation) should become untenanted or unoccupied because the appropriation renders such space unavailable or untenantable, Landlord shall have the right to terminate this Lease, provided that Landlord also terminates the leases of all other tenants of the Building. Exercise of such right shall be made by notice to Tenant on or before thirty (30) days after the date of receipt of notice of appropriation.

11.4.3. Abatement of Rent. The Rent for the remainder of the Lease Term shall be prorated in the same proportion that part of the Premises usable by Tenant for the normal operation of its business bears to the total Premises immediately prior to the appropriation, taking into consideration the Lease rental rate per Rentable Square Foot for the space for which the proration is made. Rent shall also be abated for any portion of the Premises that is not appropriated but is rendered temporarily unusable by virtue of repairs or restoration necessitated by the appropriation of other space.

11.4.4. Restoration of Premises by Landlord. If this Lease is not terminated pursuant to Section 11.4.2 and subject to Section 11.4.5, Landlord will make any restoration of the remainder of the Building and the Premises necessitated by reason of the appropriation of less than all of the Building as promptly as reasonably practicable to as close to the same condition (as circumstances permit) as existed immediately prior to such appropriation.

11.4.5. Restoration of Premises with Tenant Funds. If Landlord would otherwise have the right to terminate this Lease pursuant to Section 11.4.2(ii), Landlord shall not have the right to terminate this Lease if Tenant, within thirty (30) days after receipt of notice from Landlord

that Landlord has elected to terminate this Lease pursuant to Section 11.4.2(ii), notifies Landlord that Tenant desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition which will provide Tenant with suitable facilities in Tenant's sole opinion for its continued use of the Premises and that Tenant will supply any additional funds, if any, that may be necessary, in addition to the net amount of the award paid to Landlord under the provisions of Section 11.6, including severance damages (without offset for special benefits) after first deducting any and all amounts which constitute Tenant's share of the award pursuant to Section 11.6. In such event, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent payable by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

11.5 Amounts Payable by Reason of Termination. If this Lease is terminated pursuant to Section 11.4.2, the entire award (less any amounts separately awarded to Tenant under subsections (1) through (6) below, and less the reasonable expenses of Landlord and Tenant incurred in such appropriation proceedings which shall be paid to Landlord or Tenant, as applicable) made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representative shall have the right to participate in any negotiations with respect to the amount or allocation of such award. Payment from the award shall be made first to the senior mortgage holder on the Building in an amount necessary to repay its security interest and then Tenant shall have the right to make a separate claim in the condemnation proceedings and to share in the aggregate award which is paid by the condemner or awarded by the court specifically for: (1) the fair market value of the unexpired portion of the Lease Term (including the option to lease additional space pursuant to Section 1.5 and the options to extend the Lease Term pursuant to Section 2.5, as if all such options were fully exercised by Tenant and including Tenant's right to terminate as set forth in Section 2.6) in excess of the Rent provided for herein, exclusive of any immovable trade fixtures or improvements; plus (2) any severance damages attributable to the unexpired Lease Term; plus (3) the taking of the unamortized or undepreciated value of any leasehold improvements owned by Tenant that Tenant has the right to remove at the end of the Lease Term and that Tenant elects not to remove; plus (4) reasonable removal and relocation costs for any leasehold improvements that Tenant has the right to remove and elects to remove (if condemner approves the removal); plus (5) relocation costs under Government Code section 7262, the claim for which Tenant may pursue by separate action independent of this Lease; plus (6) any other amount in addition to the foregoing that does not reduce the amount of the award payable to the Landlord.

11.6 Damages if Lease Not Terminated. In the event of any appropriation of less than all of the Building or the Premises, if this Lease is not terminated pursuant to provisions of Section

11.4.2, the entire award made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representatives shall have the right to participate in any negotiations with respect to the amount or allocation of such award. All of such award shall be used first to reimburse Landlord and Tenant for costs incurred in such appropriation proceedings, then shall be used to repair or restore the Building as provided in this Article 11, and any remaining balance shall be allocated between Landlord and Tenant pro rata in accordance with Section 11.5.

11.7 Interest. Tenant shall be entitled to the share of any interest paid on any award to the extent the same is allocable to the amounts to which Tenant is entitled.

11.8 Abatement of Monetary Obligations of Tenant. In addition to any other abatement provided for in this Lease, all monetary obligations of Tenant hereunder shall be abated in an equitable amount based upon the interference with Tenant's normal business operations at the Premises commencing with the date of the appropriation and continuing during the period of any restoration and, in addition, for the remainder of the Lease Term to the extent that the Premises are not fully restored.

11.9 Proration and Refund of Payments. If this Lease is terminated pursuant to this Article 11, the Rent shall be prorated to the date of termination. Landlord shall repay to Tenant any Rent paid by Tenant for any period beyond the date of termination to the extent same is in excess of amounts then owed by Tenant to Landlord.

11.10 Date of Payments. All payments due Tenant from Landlord by reason of an appropriation shall be paid to Tenant without prior notice or demand and on or before the expiration of a period of ten (10) days from the date on which the amount of the award is finally determined and Landlord obtains, or has the right to obtain, whichever shall first occur, such award. If Landlord shall fail to make any such payments to Tenant on or before the expiration of such ten (10) day period, in addition to any and all other remedies available to Tenant under this Lease or otherwise, Landlord shall be obligated to pay interest to Tenant on the unpaid amount of such payments at the maximum rate permitted by law.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1. Definition of "Laws and Orders." For purposes of this Article 12, the term "Laws and Orders" includes all Federal, State, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued which are applicable to the Premises, the Building and the Real Property. The term also includes government measures regulating or enforcing public access or occupational or health or safety standards for employers, employees, landlords, or tenants (including, without limitation, tenants that are public entities).

12.2. Compliance with Laws and Orders. Throughout the term of this Lease, Landlord, at Landlord's sole expense, shall comply with all Laws and Orders with respect to the Building and Premises. Landlord shall promptly make all repairs, replacements, alterations, or improvements needed to comply with all Laws and Orders.

12.3 Rent Abatement. Subject to Subsection 20.2, Tenant's Rent shall be abated while Tenant's use and enjoyment of the Premises is disrupted by any work required by Section 12.2, provided Tenant is not actually using the space.

12.4 Certified Access Specialist Disclosure. For purposes of Section 1938 of the California Civil Code, Landlord discloses that:

The Premises, Building and Property (referred to as "Premises") in this Section:

☒ have not undergone an inspection by a Certified Access Specialist (CASp) as that term is defined in California Civil Code Section 55.52. In accordance with Section 1938(a), Lessee [Tenant] is further notified as follows: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if request by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

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In the event that the Premises, Building or Property have been issued an inspection report by a CASp the Lessor [Landlord] shall prove a copy of the disability access inspection certificate to Lessee [Tenant] within 7 days of the execution of this Lease.

Except as provided in Section 1.3 and subject to Section 5.1, Landlord makes no warranty or representation as to whether or not the Premises, Building and Property comply with ADA or any similar legislation. Compliance with the Americans with Disabilities Act and other state and local accessibility statutes (collectively ("ADA") shall be Tenant's obligation and in the event the Premises, Building and Property requires modifications or additions to the Premises, Building and Property in order to be in compliance with ADA or other accessibility statutes, Tenant agrees to make any such necessary modifications and/or additions at Tenant's expense.

ARTICLE 13

SURRENDER

Tenant covenants that on the last day of the Lease Term or on the last day of a renewal or extension of this Lease, it will peaceably and quietly leave and surrender the Premises in as good condition as they now are, ordinary wear and tear, repairs and replacements required to be made by Landlord, loss by fire, casualty and causes beyond Tenant's control, and alterations, additions and improvements herein permitted, excepted.

ARTICLE 14

SUBORDINATION & ESTOPPEL CERTIFICATE

This Lease may, at the option of Landlord, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the real property of which the Premises form a part, and to all renewals, modifications, replacements and extensions thereof; provided that as a condition of such subordination, and only if: (a) such mortgage or deed of trust shall contain a covenant which shall permit the proceeds of all insurance policies covering the Building, improvements, equipment and/or appurtenances thereto, whether such proceeds are to be held by Landlord or the first mortgagee or beneficiary, to be paid and/or made available for repair, replacement and rebuilding as provided in this Lease; and (b) a separate written subordination and nondisturbance agreement is entered into by the mortgagee named in any such mortgage, or by the trustee and the beneficiary named in any such deed of trust, and is recorded simultaneously with said mortgage or deed of trust, providing that notwithstanding any default in the mortgage or deed of trust and any foreclosure thereof, or the enforcement by the holder thereof of any rights or remedies, including sale thereunder, or otherwise, this Lease shall be recognized, remain in full force and effect, and the Tenant shall be permitted to remain in quiet and peaceful possession of the Premises throughout the term thereof, and any extension or renewal thereof, as long as Tenant shall not be in default under this Lease, or, if Tenant is in such default, as long as Tenant's time

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to cure such default shall not have expired. If Tenant has received the nondisturbance agreement, Tenant shall, within thirty (30) days after Landlord's request, execute, acknowledge and deliver the same and any further instruments or assurances in recordable form that Landlord reasonably considers necessary to evidence or confirm the subordination or superiority of this Lease to any such encumbrances or underlying leases. Tenant shall, within thirty (30) days after Landlord's request, execute, acknowledge and deliver to Landlord statement in writing ("Estoppel Certificate") that: (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease is in full force and effect as modified and stating the modification), (ii) stating the dates to which the Rent hereunder have been paid by Tenant, (iii) stating whether to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge, and (iv) certifying as to such other matters as Landlord may reasonably request. Such Estoppel Certificate delivered pursuant hereto may be relied upon by the Landlord, a prospective purchaser of the Real Property, any mortgagee or prospective mortgagee of the Real Property or of Landlord's interest, or any prospective assignee of any such mortgage. T he subordination and nondisturbance agreement and Estoppel Certificate shall not increase any of Tenant's obligations or decrease any of Tenant's rights under this Lease. Tenant's failure to execute and deliver such instrument(s) shall constitute a default under this Lease only if Landlord has first delivered the subordination and nondisturbance agreement and Estoppel Certificate required hereunder to Tenant.

ARTICLE 15

TRANSFER OF INTEREST

15.1 Tenant's Interest. Tenant shall have the right at any time and from time to time to assign or otherwise transfer all or any part of Tenant's interest in this Lease and to sublet the Premises, or any part thereof, provided that: (a) any assignment or subletting shall provide that the assignee or sublessee assumes and agrees to carry out and perform all of the terms and conditions of this Lease on the part of Tenant to be carried out and performed; (b) an executed copy of the assignment or subletting shall be delivered to Landlord; (c) the proposed use is consistent with the Permitted Use provisions of this Lease governing such matters; and (d) Landlord has provided its written consent, which consent shall not be unreasonably withheld in the reasonable opinion of Landlord, and the proposed new tenant has the financial strength to support the obligations imposed by the Lease. Upon any assignment of Tenant's entire interest in this Lease, Tenant shall be released from any further liability with respect thereto upon the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent shall be deemed to have been given if within thirty (30) days of notice of assignment to Landlord, Landlord fails to object to the new tenant by written notice to Tenant, stating in detail the reasons for such objection. Notwithstanding the foregoing, Tenant shall have the right at any time and from time to time without notice to Landlord to assign or otherwise transfer all or any part of Tenant's interest in this Lease to sublet the Premises, or any part thereof, to any entity that is affiliated with Tenant.

15.2 Landlord's Interest. Landlord may at any time transfer all or part of its interests in the Real Property. The term "Landlord" shall mean the owner or owners of the fee title to the

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Premises.

ARTICLE 16

QUIET ENJOYMENT AND TITLE

Landlord covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein, and covenants that Tenant on paying the Rent herein reserved and performing the obligations and covenants hereof shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full term of this Lease or any extension or renewal thereof, and further covenants and represents that Landlord has a fee simple interest in the Premises.

ARTICLE 17

ENVIRONMENTAL REPRESENTATIONS

17.1 Definition of "Hazardous Material." As used in this Article 17, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:

(a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);

(b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);

(c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable Federal, State or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

(c) Petroleum products;

(d) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

(e) Asbestos in any form or condition; and

(f) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

Notwithstanding the foregoing, Hazardous Materials shall not include limited quantities of standard

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office, building and janitorial supplies reasonably necessary in connection with Tenant's use and operation of the Premises, provided that such materials are used, stored or disposed of in accordance with applicable Hazardous Substance Laws.

17.2 Compliance with Laws. With respect to Landlord's use of the Premises, the Building and the Real Property prior to this Lease, Landlord represents and warrants to Tenant that to the best of Landlord's actual knowledge, at the Commencement Date, the Premises, the Building and the Property are in compliance with all Federal, State and local laws, regulations and standards relating to the use, occupancy, production, storage, sale, disposal, or transportation of any Hazardous Materials ("Hazardous Substance Laws").

17.3 Right of Offset. With respect to Tenant's obligations to pay Rent under the Lease, Tenant may, upon fifteen (15) days' written notice to Landlord, offset payment of Rent to Landlord for costs and expenses incurred by Tenant for any breach of Landlord's representations and warranties set forth in this Article 17.

17.4 Termination of Lease. In the event that Hazardous Materials are found to be present on the Premises, the Building and/or the Property through no fault of Tenant and such that the Premises, the Building and/or the Property are not in compliance with Hazardous Substance Laws, Tenant may, upon thirty (30) days' written notice to Landlord, terminate this Lease.

17.5 Landlord's Indemnification. Landlord shall indemnify, defend with counsel reasonable and acceptable to Tenant, and hold Tenant fully harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, cost or expense, including reasonable attorneys' fees, environmental consultant fees and laboratory fees and costs and expenses of investigating and defending any claims or proceedings resulting from or attributable to: (a) the presence, disposal, release or threatened release of any Hazardous Materials that are on, from or affecting the Premises, the Building or the Property, including, without limitation, the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death), or property damage (real or personal) arising out of or relating to any Hazardous Materials; (c) any lawsuits or administrative action brought or threatened, settlement reached or governmental order relating to any Hazardous Materials; or (d) any violation of any laws applicable to any Hazardous Materials, which with respect to the foregoing (a)-(d) that are the result of Hazardous Materials on the Premises, in the Building or on the Property prior to Tenant taking possession, or which are caused by the negligence or willful misconduct of Landlord.

17.6 Tenant's Indemnification. Tenant shall indemnify, defend with counsel reasonable and acceptable to Landlord, and hold Landlord fully harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, cost or expense, including reasonable attorneys' fees, environmental consultant fees and laboratory fees and costs and expenses of investigating and defending any claims or proceedings resulting from or attributable to: (a) the presence, disposal, release or threatened release of any Hazardous Materials that are on, from or affecting the Premises, the Building or the Property, including, without limitation, the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise brought on to the Premises, Building or Property by or for Tenant, or by Tenant's invitees, occupants, guests, licensees, or agents; (b) any personal injury (including wrongful death), or property damage (real

or personal) arising out of or relating to any Hazardous Materials brought on to the Premises, Building or Property by or for Tenant, or by Tenant's invitees, occupants, guests, licensees, or agents; (c) any lawsuits or administrative action brought or threatened, settlement reached or governmental order relating to any Hazardous Materials brought on to the Premises, Building or Property by or for Tenant, or by Tenant's invitees, occupants, guests, licensees, or agents; or (d) any violation of any laws applicable to any Hazardous Materials brought on to the Premises, Building or Property by or for Tenant and which are caused by the negligence or willful misconduct of Tenant, or by Tenant's invitees, occupants, guests, licensees, or agents.

17.7 Survival. Landlord's indemnification obligations under Section 17.5 and Tenant's indemnification obligations under Section 17.6 above shall survive the expiration or sooner termination of this Lease.

17.8 Notices. The parties shall give each other written notice within three (3) calendar days after the date on which either party learns or first has reason to believe that: (a) there has or will come to be located on or about the Premises, the Building or the Property any Hazardous Materials; (b) any release, discharge or emission of any Hazardous Materials that has occurred on or about the Premises, the Building or the Property; (c) any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Landlord or with respect to the Premises, the Building or the Property pursuant to any Hazardous Substances Laws; or (ii) any claim has been made or threatened by any person or entity against Landlord, Tenant, or the Premises, the Building or the Property on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises, the Building or the Property of any Hazardous Materials; or (iii) any report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Premises, the Building or the Property. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communications that is in the possession of or is reasonably available to such party.

17.9 Environmental Audit. Landlord shall, upon completion of any environmental sampling and testing of the Premises, the Building or the Property, the surrounding soil in any adjacent areas, any groundwater located under or adjacent to the Premises, the Building or the Property, and/or adjoining property, provide Tenant with copies of all reports of the results of such environmental audit.

17.10 Clean-Up. If Landlord is responsible for the clean-up of any contamination of the Premises, the Building or the Real Property, Landlord shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other cleanup of the Premises, the Building or the Real Property required by Hazardous Substance Laws. Should Landlord fail to implement and diligently pursue any such clean-up promptly upon receipt of notice thereof, then Tenant shall have the right, but not the obligation, to carry out such clean-up, and to recover all of the costs and expenses thereof from Landlord as a set-off against rental payments under the Lease if Tenant elects to cure.

ARTICLE 18

INSPECTION AND ENTRY BY OWNER

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Landlord and its agents shall have the right at any reasonable time and upon at least twenty-four (24) hours' notice to Tenant, to enter upon the Premises so long as it does not interfere with the business activities of Tenant on the Premises, for the purpose of inspection, serving or posting notices, maintaining the Premises, making any necessary repairs, alterations or additions to any portion of the Premises to the extent required or permitted to Landlord under this Lease.

ARTICLE 19

NOTICE

19.1 Notices. All notices (including requests, demands, approvals, or other communications) unless otherwise set forth in this Lease, under this Lease shall be in writing.

19.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

(a) When personally delivered to the recipient, notice is effective on delivery.

(b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.

(c) When mailed by certified mail with return receipt requested, notice is effective two (2) days following mailing.

(d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery.

(e) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on transmission as long as (1) a duplicate copy of the notice is promptly given by certified mail, return receipt requested, or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is transmitted after 5 p.m. (recipient's time) or on a non-business day.

19.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is delivered pursuant to Section 19.1.1(b) or (d) is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

19.3 Addresses. Addresses for purposes of giving notice are set forth below:

"Tenant" COUNTY OF SONOMA
Sonoma County Public Infrastructure Department
Facilities Development & Management
Attn: Real Estate Manager
2300 County Center Drive, Suite A220

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Santa Rosa, California 95403
Telephone: 707-565-2560

With a copy to:

COUNTY OF SONOMA
Department of Health Services
Attn: Facilities Manager
1450 Neotomas Avenue, Suite 200
Santa Rosa, California 95405
Telephone: 707-565-4700

"Landlord" Arrowood Holdings LLC
c/o CIRE Property Management
P.O. Box 11248
Santa Rosa, CA 95406
Telephone: 707-537-7636

ARTICLE 20

DEFAULTS; REMEDIES

20.1 Landlord's Default. Landlord shall be in default of this Lease if Landlord fails or refuses to perform any provisions of this Lease that Landlord is obligated to perform if the failure to perform is not cured within thirty (30) days after notice of default has been given by Tenant to Landlord, or such shorter period if specified in this Lease. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the thirty (30) day period and diligently and in good faith prosecutes such cure to completion.

20.2 Tenant's Remedies on Landlord's Default. Tenant, at any time after Landlord commits a material default, may terminate this Lease or may cure the default at Landlord's cost. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due from Landlord to Tenant within thirty (30) days of written notice that the sum was paid, and if paid at a later date shall bear interest at the maximum rate the Tenant is permitted by law to charge from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord. If Landlord fails to reimburse Tenant as required by this paragraph, Tenant shall have the right to withhold from future Rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum and interest on it. The remedies set forth in this Section 20.2 are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. In the event Landlord disputes that it is in default, Landlord shall have the right to initiate an arbitration proceeding in accordance with Article 23 except that the arbitrator shall be appointed by the presiding judge of the Sonoma County Superior Court and once appointed each side shall have five (5) business days to submit written statements and supporting documents to the arbitrator.

20.3 Tenant's Default. The occurrence of any one or more of the following events shall

constitute a default and breach of this Lease by Tenant:

(a) Failure to pay Rent when due;

(b) The vacating for more than thirty (30) consecutive days or abandonment of the Premises by Tenant; and

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than the payment of Rent, where such failure shall continue for a period of thirty(30) days after written notice is given by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty(30) day period and thereafter diligently prosecutes such cure to completion.

20.4 Landlord's Remedies on Tenant's Default. In the event of any default by Tenant which is not cured by Tenant, Landlord may at any time thereafter, exercise of any right or remedy at law or in equity that Landlord may have by reason of such default or breach, including, without limitation:

i. Continue Lease. Pursue the remedy described in California Civil Code Section 1951.4 whereby Landlord may continue this Lease in full force and effect after Tenant's breach and recover the rent and any other monetary charges as they become due, without termination of Tenant's right to sublet or assign this Lease, subject only to reasonable limitations as therein provided. During the period Tenant is in default, Landlord shall have the right to do all acts necessary to preserve and maintain the Premises as Landlord deems reasonable and necessary, including removal of all persons and property from the Premises, and Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining Term.

ii. Perform. Pay or perform such obligation due (but shall not be obligated to do so), if Tenant fails to pay or perform any obligations when due under this Lease within the time permitted for their payment or performance. In such case, the costs incurred by Landlord in connection with the performance of any such obligation will be additional rent due under this lease and will become due and payable on demand by Landlord.

iii. Terminate. Terminate Tenant's rights to possession by any lawful means, in which case this Lease shall terminate and tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall have the right to recover from Tenant only the following amounts for any and all damages which may be the direct or indirect result of such default:

(a) The worth, at the time of the award, of the unpaid Rent that has been earned at the time of termination of this Lease;

(b) The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided;

(c) The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided; and

(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default which Landlord proves could not have been reasonably avoided;

(e) Landlord shall have the option provided in Civil Code section 1951.4, which provides that, when a tenant has the right to sublet or assign (subject to reasonable limitations), the landlord may continue the lease in effect after the tenant's breach and/or abandonment and recover rent as it becomes due. Accordingly, if Landlord does not elect to terminate the Lease on account of any default by Tenant, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

"The worth, at the time of the award," as used in "(a)" and "(b)" of this Section 20.4 , is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in "(c)" of this Section 20.4, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

ARTICLE 21

SIGNAGE

Upon the Commencement Date of this Lease, Tenant shall have the right to install building signage identifying as the occupant of the Premises. The cost of the signage shall be Tenant's responsibility.

ARTICLE 22

BROKERAGE

Neither party has had any contact or dealings regarding the Premises or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the Lease contemplated herein, except for Landlord's broker, North Bay Property Advisors., a California corporation, whose commission, if any is due, shall be the responsibility of Landlord. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealing or communication, the party through whom the broker or finder makes his or her claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

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ARTICLE 23

DISPUTE RESOLUTION

23.1 Arbitration of Disputes. Except for any unlawful detainer action, any dispute that is required by the express terms of this Lease to be resolved by arbitration shall be resolved by neutral binding arbitration before a panel of three (3) arbitrators unless otherwise agreed, to be held in accordance with the commercial/real estate arbitration rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction over the dispute.

23.1.1 Qualifications of Arbitrators. The arbitrators shall be real estate appraisers, licensed in the State of California, familiar with handling commercial lease matters.

23.2 Venue. Hearings shall be held in Santa Rosa, California, or another venue determined by mutual agreement of the parties.

23.3 Demand and Limitation on Claims. Any demand for arbitration must be made in writing to the other party and to the American Arbitration Association. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

23.4 Provisional Remedies. The parties shall each have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, or appointment of a receiver if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief or if there is no other adequate remedy. This application shall not waive a party's arbitration rights under this Lease.

23.5 Powers and Duties of Arbitrators. The arbitrators shall have the power to grant legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the Superior Court of the State of California. The arbitrators shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrators' decision. The award of the arbitrators shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing. The arbitration proceedings shall be reported by a certified shorthand court reporter. Written transcripts of the proceedings shall be prepared and made available to the parties.

23.6 Discovery. The parties shall have the right to discovery in accordance with Code of Civil Procedure Sections 1283.05 and 1283.1 as long as the arbitrators' permission shall not be required to take a discovery deposition and neither party may take more than three depositions nor more than one set of interrogatories or requests for admissions without the approval of the other party or the arbitrators. All discovery disputes shall be resolved by the arbitrators.

23.7 Application of California Evidence Code. The provisions of the California Evidence Code shall apply to the arbitration hearing.

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23.8 Costs and Fees of Arbitrators. Costs and fees of the arbitrators shall be borne by the non-prevailing party unless the arbitrators for good cause determine otherwise.

23.9 Attorney Fees. The prevailing party shall be awarded reasonable attorney fees, expert and non-expert witness expenses, and other costs and expenses incurred in connection with the arbitration, in accordance with Article 23.

ARTICLE 24

ATTORNEY FEES AND COSTS

If either party undertakes litigation or arbitration against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred. The prevailing party shall be determined under Civil Code Section 1717(b)(1) or any successor statute.

ARTICLE 25

MISCELLANEOUS

25.1 Word Usage. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be considered to include the other; (b) the masculine, feminine, and neuter genders shall each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

25.2 Counting Days. Days shall be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or a legal holiday as described in Government Code Sections 6700-6701, it shall be excluded. Any act required by this Lease to be performed by a certain day shall be timely performed if completed before 5 p.m. local time on that date. If the day for performance of any obligation under this Lease is a Saturday, Sunday, or a legal holiday, the time for performance of that obligation shall be extended to 5 p.m. local time on the first following date that is not a Saturday, Sunday, or a legal holiday.

25.3 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

25.4 Force Majeure-Specific Exceptions. Unless otherwise specified (including, without limitation Section 2.4), the time for performance of an obligation other than the payment of money under this Lease shall be extended for the period during which a party is prevented from performing by acts of God, government, or other force or event beyond the reasonable control of that party.

25.5 Binding on Successors. This Lease and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

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25.6 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

25.7 Entire Agreement. This Lease, including all exhibits, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing and signed by Landlord and Tenant. All references herein, directly or indirectly, to the term of this Lease shall also be deemed to include any extensions or renewals thereof provided Tenant herein, unless expressly provided to the contrary.

25.8 Governing Law. This Lease shall be governed exclusively by its express provisions and by the laws of the State of California, and any action to enforce the terms of the Lease or breach thereof shall be brought in Santa Rosa, California.

25.9 No Joint Venture. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

25.10 Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

25.11 Construction of Lease. This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the words "he", "his" or "him" if used with reference to Landlord shall be deemed to include the neuter or feminine gender of such pronoun. "Landlord" whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.

25.12 Signatures. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree and acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered.

ARTICLE 26

TELECOMMUNICATIONS EQUIPMENT

Installation of Telecommunications Equipment. Tenant shall have the right to install, at Tenant's cost, a satellite dish or similar antennae on the roof of the Building as set forth in this Article 26

and in compliance with Article 7. Tenant shall have the right to install, operate and maintain telecommunications equipment on or about the Premises, the Building and the roof of the Building. In installing the telecommunications equipment, Tenant shall adhere to industry standards for installation and workmanship, all work to be completed to Landlord's reasonable satisfaction. Landlord reserves the right to have its roofing inspector supervise and review installation(s) to ensure the integrity of the roof structure is maintained at Tenant's cost. The installation of Tenant's system shall not void Landlord's roof warranty. Tenant shall be required to obtain a written confirmation of the continuation of the warranty after the installation of any improvements on the roof. In addition, the installation of such equipment shall not cause damage to the Building and the use shall not result in excessive electrical use or diminish the rentable square footage of the Building. Tenant shall be responsible for procuring whatever consents, approvals, licenses or permits that may be required for the installation, use, operation and removal of Tenant's system. Tenant shall at all times and at Tenant's sole cost and expense be responsible for proper maintenance of the Telecommunications Equipment and all governmental permits and approvals required in connection therewith. Tenant shall remove all such equipment at the end of the Term and termination of the Lease at its sole cost.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

"LANDLORD": ARROWOOD HOLDINGS LLC, a Delaware limited liability company

DocuSigned by:
By: NICK ABBOTT
Print Name: 5CC893B395C14E... NICK ABBOTT
Title: Managing Member

"TENANT": COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Johannes Hoevertsz, Director
Sonoma County Public Infrastructure Department

The Sonoma County Public Infrastructure Director, or his Deputy, is authorized to execute this Lease, pursuant to the Board of Supervisors' Summary Action dated October 24, 2023.

APPROVED AS TO FORM FOR TENANT:

_____
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

_____
Tina Rivera, Director
Department of Health Services

_____
Warren Sattler, Real Estate Manager
Sonoma County Public Infrastructure

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____

Exhibit A

PREMISES

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 037-225-019-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEING A PARCEL OF REAL PROPERTY, SITUATE, LYING AND BEING IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF LOT 8 AS SHOWN AND DESIGNATED ON THE MAP OF CORBY MANOR SUBDIVISION NO. 1 RECORDED IN BOOK 98 OF MAPS, PAGES 1, 2 AND 3, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B AS SHOWN AND DESIGNATED UPON THAT CERTAIN RECORD OF SURVEY RECORDED APRIL 2, 1968 IN BOOK 124 OF MAPS, PAGE 39, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "A" AS DESIGNATED ON SAID RECORD OF SURVEY; THENCE SOUTH 89° 48' EAST 107.00 FEET TO THE WESTERLY LINE OF CORBY AVENUE; THENCE NORTH 0° 12' EAST ALONG THE WESTERLY BOUNDARY OF CORBY AVENUE 279.00 FEET TO A POINT; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET A DISTANCE OF 42.01 FEET TO A POINT ON THE SOUTHERLY LINE OF GREENWOOD DRIVE; THENCE SOUTH 83° 55' WEST ALONG THE SOUTHERLY LINE OF GREENWOOD DRIVE TO A POINT THAT BEARS NORTH 1° 12' EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 0° 12' WEST TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO WEILAND HENRY, ET UX, BY DEED RECORDED DECEMBER 31, 1970 IN BOOK 2505, OFFICIAL RECORDS, PAGE 290, SONOMA COUNTY RECORDS.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 7 FEET OF THE FOLLOWING DESCRIBED EASEMENT:

COMMENCING AT AN ANGLE POINT ON THE EASTERLY BOUNDARY LINE OF THE LAND CONVEYED TO WEILAND HENRY, ET. UX, BY DEED RECORDED DECEMBER 31, 1970 IN BOOK 2505 OFFICIAL RECORDS PAGE 290 SONOMA COUNTY RECORDS, FROM WHICH POINT THE SOUTHEASTERLY CORNER OF THE ABOVE DESCRIBED PARCEL BEARS SOUTH 6° 05' EAST 50.00 FEET DISTANT; THENCE NORTH 62° 15' 50" WEST 95.08 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUING NORTH 62° 15' 50" WEST, 8.43 TO AN ANGLE POINT IN THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 83° 55' WEST 7.00 FEET; THENCE NORTH 6° 05' WEST 54.18 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF ARROWOOD DRIVE; THENCE ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100 FEET FROM A TANGENT BEARING NORTH 57° 30' 33" EAST THROUGH A CENTRAL ANGLE OF 9° 22' 43" FOR A DISTANCE OF 16.37 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 6° 05' EAST 67.31 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT.

EXCEPTING THEREFROM ALL THAT PORTION WHICH LIES WITHIN PARCEL ONE.

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Exhibit B

Site Plan

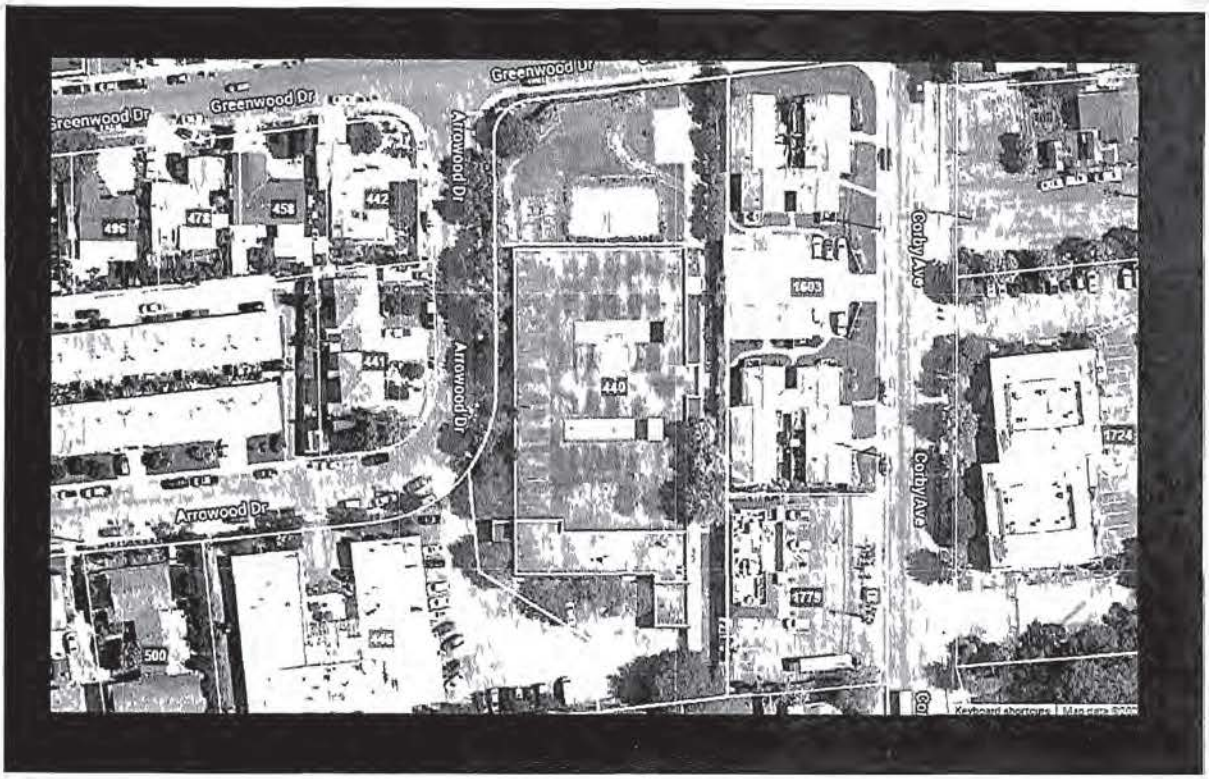

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Exhibit C

INSURANCE REQUIREMENTS

Insurance Required to be Maintained by Landlord

At all times during the Lease Term, Landlord shall purchase and maintain the following insurance policies and provide evidence of the required coverages to Tenant on or before the Commencement Date.

1. **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.
   - **b.** Minimum Limits: $2,000,000 per Occurrence; $3,000,000 General Aggregate.
   - **c.** County of Sonoma, its Officers, Agents and Employees shall be additional insureds for liability arising out of premises owned by or rented to Landlord (Insurance Services Office endorsement CG 20 26 or equivalent).
   - **d.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.

2. **Property Insurance for Building**
   - **a.** The insurance shall cover the Building (excluding land) and all improvements and structures on the land. Tenant shall insure the Tenant Improvements.
   - **b.** The policy will be a Fair Plan policy.
   - **c.** The minimum amount of insurance shall be the full current replacement cost of the building and all improvements and structures on the land, including the cost of debris removal. This amount shall be re-determined annually by Landlord, subject to approval by Tenant.
   - **d.** The insurance shall apply on a replacement cost basis, without deduction for depreciation.
   - **e.** All moneys collected from the insurance company shall be held by Landlord in trust to be used and applied exclusively in accordance with Article VII entitled "Destruction and Untenantability of Premises".
   - **f.** Tenant shall not be responsible to Landlord for any coinsurance penalty assessed by the insurance company.
   - **g.** If the policy has a deductible, Landlord shall be responsible for the full amount of the deductible without contribution from Tenant.
   - **h.** *Required Evidence of Insurance*:
     - **i.** Additional insured endorsement; and
     - **ii.** Certificate of Property Insurance *or* Evidence of Commercial Property Insurance.

Insurance Required to be Maintained by Tenant

At all times during the Lease Term, Tenant shall purchase and maintain, at its own expense, insurance or self-insurance as described below.

1. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad

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than Insurance Services (ISO) form CG 00 01, Minimum Limit: $2,000,000 per occurrence, $3,000,000 General Aggregate (or substantially equivalent coverage obtained through a public entity risk sharing pool).

b. The policy will be endorsed to include a written waiver of the insurer's right to subrogation against Landlord (or substantially similar written waiver of subrogation through public entity risk sharing pool and for self-insurance).

c. *Required Evidence of Insurance*: Certificate of Insurance or Letter of Self-Insurance.

d. The Landlord, its managers and owners shall be named as additional insureds.

2. Tenant's Indemnity obligations shall not be limited by the foregoing insurance requirements.
3. Workers Compensation and Employers Liability Insurance with statutory limits as required by the Labor Code of the State of California.
4. **Documentation**
   a. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Tenant agrees to maintain current Evidence of Insurance on file with Landlord at all times during the term of this Lease.
   b. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing insurance or self-insurance.

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Exhibit D

ACKNOWLEDGMENT OF COMMENCEMENT DATE

Landlord and Tenant hereby acknowledge that the Commencement Date of that certain Lease dated _____for premises located at 440 Arrowood Drive, Santa Rosa, California occurred on _____.

ACKNOWLEDGED BY LANDLORD: ARRROWOOD HOLDINGS LLC, a Delaware limited liability company

_____

_____

ACKNOWLEDGED BY TENANT: COUNTY OF SONOMA, a political subdivision of the State of California

By:_____
Warren Sattler,
Real Estate Manager