

## REAL PROPERTY LEASE AGREEMENT

THIS LEASE is made between The June Girard Fund Limited Liability Company, a California limited liability company ("Lessor"), and the County of Shasta, a political subdivision of the State of California, ("County") (collectively, the "Parties" and individually a "Party").

### Section 1. PREMISES:

1.1 **Letting.** Lessor hereby leases to County and County hereby leases from Lessor the Premises including rights to parking and the Common Areas as hereinafter specified, for the term, at the rental, and upon all of the terms, covenants, and conditions set forth herein.

1.2 **Premises Description.** Lessor hereby leases to County those premises located at 2600 Park Marina Drive, City of Redding, County of Shasta, California, consisting of approximately 41,973 square feet of office space, and the non-exclusive use of common driveways, sidewalks, and 130 parking spaces (the "Premises"). The Premises are a portion of a building consisting of an approximately 77,000 square foot building (the "Building") and surrounding parking lot located at 2600 Park Marina Drive, City of Redding, County of Shasta, California.

1.3 **Vehicle Parking.** County shall be entitled to the use of 130 parking spaces, of which 40 spaces may be marked as "reserved" for the exclusive use of the County. The County reserves the option to secure the parking spaces, at its cost, at some point if necessary, with a card activated security gate/arm. This parking area will be south of the Building and/or west and southwest of the southwest corner of the Building.

1.4 **Common Areas – Definition.** The term "Common Areas" is defined as all areas and facilities outside of the Building that are provided and designated by the Lessor from time to time for the general non-exclusive use of the Lessor, County, and other tenants and their respective employees, suppliers, shippers, customers, contractors and invitees including, but not limited to, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways, and landscaped areas.

1.5 **Common Areas – County's Rights.** Lessor grants to County, for the benefit of the County and its employees, suppliers, shippers, customers, contractors, and invitees,

during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Common Areas. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas without the prior written consent of Lessor.

1.6 **Common Areas – Rules and Regulations.** Lessor shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend, and enforce reasonable rules and regulations for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles, and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and their invitees. County agrees to abide by and conform to all such rules and regulations, and to cause its employees, suppliers, shippers, customers, contractors, and invitees to so abide and conform.

1.7 **Common Areas – Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

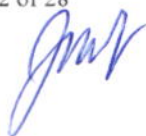
1.7.1 To make changes to the Common Areas, including without limitation, changes in the location, size, shape, and number of driveways, entrances, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways, and utility raceways;

1.7.2 To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

1.7.3 To designate other land outside the boundaries of the Premises to be a part of the Common Areas;

1.7.4 To add additional buildings and improvements to the Common Areas;

1.7.5 To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Premises, or any part thereof;



1.7.6 To do and perform such other acts and make such other changes in, to, or with respect to the Common Areas and Premises as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

Section 2. **TERM AND TERMINATION:**

2.1 **Initial Term.** The Premises are leased for an initial term commencing July 29, 2018, and ending June 30, 2028, or such earlier date as this Lease may terminate as provided in this Lease, except that if the termination date falls on a Sunday or a holiday, then this Lease shall end at 12:00 o'clock noon on the business day next preceding that day.

2.2 **Options to Extend Term.** At the expiration of the initial term of this Lease, if County is not in default, County shall have three options to extend this Lease for additional three-year periods on the same terms and conditions as the initial term. The exercise of any option shall be by written notice to Lessor not less than 120 days prior to the end date of this Lease or any option period. The written notice to Lessor for this purpose may be signed by the County Executive Officer.

2.3 **Holding Over.** Any holding over shall be on a month-to-month tenancy at the then rental price, and all other provisions of this Lease shall remain in full force and effect on a month-to-month tenancy unless and until either Party gives 60-days' written notice to the other, and County's tenancy shall terminate 60 days following the last day of the month in which such notice is given.

2.4 **Fiscal Termination.** County is a public entity. Lessor acknowledges and agrees that the obligation of County to pay rent under this Lease is contingent upon the availability of County funds which are appropriated or allocated by County's Board of Supervisors for the payment of rent. Should the funding for the intended use of the Premises cease, be materially decreased, or otherwise not available or not be appropriated or allocated by the Board of Supervisors during the term of this Lease, County may terminate this Lease by furnishing at least 90-days' written notice of its intention to vacate. In no event, shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the term of this Lease. The Parties acknowledge and agree that the power to terminate described in this section is required by Article 16, section





18, of the California Constitution, and that that constitutional provision supersedes any law, rule, regulation, or statute which conflicts with the provisions of this subsection.

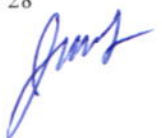
2.5 **Termination Due to Contamination.** Notwithstanding any other provision of this Lease, County shall have the right to terminate this Lease should problems with asbestos, lead, mold, fungus, or other contamination arise which would cause County to expend funds to eliminate the problems in order to continue its tenancy. County shall have no liability for any repairs occasioned by asbestos, lead, mold, fungus, or other contamination problems, and has the option to terminate this Lease should County reasonably determine that any such problem exists which the Lessor has been given written notice and Lessor has not cured the problem within thirty days of having received such notice, or, if having commenced said cure, Lessor does not diligently pursue it to completion.

Section 3. **RENT:**

3.1 **Rent.**

3.1.1 The monthly rent to be paid by County for the initial term and any extensions of this Lease shall be as follows:

- i. July 29, 2018, through July 31, 2018, \$4,645.
- ii. August 1, 2018, through June 30, 2019, \$48,000 per month.
- iii. July 1, 2019, through June 30, 2028: \$48,000 per month, with adjustment each year on July 1<sup>st</sup>, not to exceed +2% or -2%, based on the percentage change from April of prior year to April of current year in the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose ("Report").
- iv. For the first option provided in section 2.2 of this Lease (July 1, 2028, through June 30, 2031), if exercised by County: Rent as of June 30, 2028, plus an annual increase or decrease effective each July 1st, not to exceed +2% or -2%, based on the percentage change from April of prior year to April of current year in the Report.



- v. For the second option provided in Section 2.2 of this Lease (July 1, 2031, through June 30, 2034), if exercised by County: Rent as of June 30, 2031, plus an annual increase or decrease effective each July 1st, not to exceed +2% or -2%, based on the percentage change from April of prior year to April of current year in the Report.
- vi. For the third option provided in Section 2.2 of this Lease (July 1, 2034, through June 30, 2037), if exercised by County: Rent as of June 30, 2034, plus an annual increase or decrease effective each July 1st, not to exceed +2% or -2%, based on the percentage change from April of prior year to April of current year in the Report.

3.1.2 Rent shall be paid monthly on or before the 1<sup>st</sup> County business day of each month via automated clearing house ("ACH") in accordance with the provisions of a validly executed ACH Direct Deposit Authorization form that has been delivered to County's Auditor-Controller.

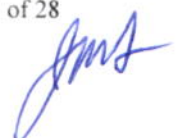
3.2 **Prorated Rent.** Unless otherwise specified, if the term begins (or ends) on other than the first (or last) day of the calendar month, the rent payment for the partial month shall be prorated on a per diem basis based upon the number of days of occupancy during the month.

Section 4. **USE OF PREMISES:**

County shall use and occupy the Premises for the purpose of conducting general County business. The Premises shall be used for no other purpose without the written consent of Lessor. Such consent shall not be unreasonably withheld.

Section 5. **SERVICES AND UTILITIES:**

5.1 **County's Obligations.** County shall pay all charges (together with any taxes thereon) for electricity, gas, water, sewer, telephone, computer network access, alarm monitoring, security, trash/garbage removal, and other utilities and services associated with the interior of the Premises. Notwithstanding the previous sentence, utilities used by or provided to the Common Areas shall be separately metered and all costs of such utilities shall be paid by the



Lessor. Security guard service or security patrol that the County may require shall be the County's sole responsibility and cost.

5.2 **Lessor's Obligations.** Lessor shall pay all charges for Common Areas maintenance and all costs associated with real property taxes on the Premises.

5.3 **Government Restrictions.** In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the term of this Lease, both Lessor and County shall be bound thereby. Any costs associated with compliance shall be paid by the Lessor unless such costs are directly related to the conduct of County's business within the interior of the Premises.

Section 6. **MAINTENANCE AND REPAIRS:**

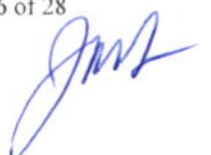
6.1 **Lessor's Obligations.**

6.1.1 Lessor may, upon reasonable notice to County's Department of Child Support Services' ("DCSS") Director, or his/her designee, enter and inspect the Premises at reasonable times to render maintenance services or make any necessary repairs to the Premises.

6.1.2 Lessor shall provide and maintain in good repair and tenantable condition, at Lessor's own cost, the exterior of the Premises, together with appurtenances, rights, privileges, and easements belonging or appertaining thereto including, but not limited to, the following: landscaping, building structural integrity, paving, parking lots, parking lot striping, fencing, irrigation systems, walks, roof, gutters, downspouts, exterior walls, exterior doors, exterior door handles, windows, exterior building including, but not limited to, exterior lighting, and other outside elements of the Premises. Lessor shall also provide for maintenance of common use of driveways, sidewalks, and common use public parking spaces.

6.1.3 Lessor shall provide and maintain in good repair and tenantable condition, at Lessor's own cost, interior structural components including, but not limited to, stairways, handrails, ceilings, doors, door handles, fire sprinkler systems, fire alarm systems, and walls.

6.1.4 Lessor shall pay the costs of ordinary and routine maintenance and any repairs and/or replacement of the plumbing systems and fixtures, hot water heater, electrical systems and fixtures, and heating, ventilation and air conditioning (HVAC) systems and any other installed systems used for heating or cooling or ventilation. Lessor shall schedule and pay for





annual HVAC inspections. Lessor shall provide County HVAC maintenance records quarterly. Lessor shall replace HVAC filters no less frequently than every 90 days. Maintenance of equipment shall include, but is not limited to, furnishing and replacing ventilating equipment filter pads.

6.1.5 Lessor shall repair or replace any flooring and repaint Premises when it is degraded by wear and tear. If the Lessor replaces any flooring at the Premises, Lessor shall give County the option to choose the color. If the Lessor replaces the flooring, Lessor shall provide email notice to County's DCSS Director, or his/her designee, prior to scheduling any replacement of flooring and shall schedule work in a manner that is least disruptive to County operations as possible, as determined by County. Lessor shall comply with any security or privacy directives of County.

6.1.6 Lessor shall provide all exterior pest control services.

6.1.7 Lessor shall, at Lessor's own cost, promptly make repairs to areas of water intrusion and replace any building materials that show signs of current or previous water intrusion.

6.1.8 Lessor is responsible for repairs or maintenance to the Premises which are caused by Lessor, or its agents, employees, contractors or others entering the Premises on Lessor's behalf including, but not limited to, for the purpose of performing the work described in section 7.2 of this Lease and/or other maintenance and repairs.

6.1.9 Lessor and its agents, employees, contractors, and others shall have the right to enter the Premises at any time in the case of an emergency, and otherwise during business hours to provide maintenance and make such alterations, repairs, improvements, or additions to the Premises as Lessor may deem necessary, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by County. Lessor and its agents shall have the right to enter the Premises at reasonable times by appointment to show the same to prospective purchasers, lenders, or tenants. If Lessor, or its employees, contractors, or others are at the Premises on Lessor's behalf after County's regular business hours, a DCSS employee must be present and will be responsible for securing the Premises including, but not limited to, locking doors and alarming the security system. In the event of an emergency, Lessor, or its employees, contractors, or others may enter the interior of the Premises; County's DCSS Director or his/her designee must be notified within 15 minutes of such entry.



6.1.10 Lessor will replace the carpet (except for the training, fair hearing, law library, and Shasta conference rooms) within three months of the execution of this Lease.

**6.2 County's Obligations.**

6.2.1 County shall furnish at County's sole expense all electric light bulbs and/or tubes, and ballasts, as required, and repair broken window glass.

6.2.2 County shall, at County's own expense and at all times, maintain the interior of the Premises in good and safe condition. Except as provided in section 6.1, County shall be responsible for repairs or maintenance to the Premises which are caused by County, or its employees, contractors, or others entering the Premises on County's behalf.

6.2.3 County shall repair at its own expense any damage to the Premises caused by, or in connection with, the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partitions, or improvements, or additions, including without limitation thereto, repairing damage to the floor and patching the walls.

6.2.4 County shall give Lessor prompt notice of any damage to or defective condition in any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, HVAC, or other systems serving, located in, or passing through the Premises, including notice of any water intrusion. If, after notice from County, Lessor does not commence making repairs within 48 hours, County may cause the repairs to be made and deduct the cost of the repairs from the rent.

6.2.5 County shall be allowed to re-key all locks serving the Premises at its sole cost and discretion. In the event of such re-keying, County shall provide Lessor a key within five working days. In the event County does not provide Lessor a key, County shall be responsible for any damage caused by entry during an emergency when such damage is caused by Lessor's lack of a key.

6.2.6 County shall be allowed to change any or all security alarm codes on the Premises. County may provide a security alarm code to Lessor upon the effective date of this Lease for the purpose of emergency access by Lessor. Lessor shall keep the alarm code secure.

6.2.7 County shall furnish at County's sole expense all janitorial and cleaning services and supplies.





### 6.3 Compliance with Law.

6.3.1 Lessor and County shall each do all acts required to comply with all applicable laws, ordinances, regulations, and rules of any public authority relating to their respective maintenance obligations as set forth herein. Any costs associated with compliance shall be paid by Lessor unless such costs are directly related to the conduct of County's business within the Premises.

6.3.2 Lessor represents that the Premises are compliant with the Americans with Disabilities Act (42 U.S.C. section 12101) and its related regulations, and the Fair Employment and Housing Act (Gov. Code section 12940), and Title 24 of the California Code of Regulations. Lessor's obligation as set forth in Section 9.2 herein shall include the obligation to indemnify, defend, and hold County harmless from any and all claims or actions arising from violations of the Americans with Disabilities Act or the Fair Employment and Housing Act.

6.3.3 As required by California Civil Code section 1938, Lessor represents that the Premises have not undergone inspection by a Certified Access Specialist (CASP). A 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 County or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the County or tenant, if requested by the County 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.

## Section 7. ALTERATIONS:

### 7.1 Alterations by County.

7.1.1 **Communication and Telecommunication Alterations.** County, at its own cost, may install in the Premises the equipment needed for telecommunication systems and computer terminals including, but not limited to, telephone cable, key system units, intercom systems, telephones, answering machines, security systems, computer cabling, and additional fan(s) or cooling system(s) for hardware such as servers and computers.



7.1.2 **Signage.** County shall have the right to erect and maintain on the Premises signs that comply with the City of Redding's sign ordinance. Lessor shall make available signage opportunities to County such as are available to other tenants. Lessor shall cooperate with County in obtaining any variances from restrictions placed on the use of signs by local authorities.

7.1.3 **Security and Safety Alterations.** County, at its own cost, may install, and repair and/or replace as needed, in the Premises the equipment needed for security systems including, but not limited to, burglar/intruder alarm systems (may include infrared motion sensors, glass break sensors, and door sensors), panic button systems (including, but not limited to, transmitters, receivers, buttons), fire alarm systems, fire extinguishers, and manual and/or electronic access systems, including, but not limited to, proximity badge and/or biometric access systems.

7.1.4 **Other Alterations by County.** Except as specifically permitted by subsections 7.1.1, 7.1.2, and 7.1.3 above, County, with Lessor's written consent, which shall not be unreasonably withheld, may make any alterations to the Premises, or any part of the Premises, that County deems appropriate and necessary. Written consent by Lessor may be provided via facsimile or email with original to follow. Written consent by Lessor for this purpose may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7.1.5 **End of Lease.** All improvements made by County to the Premises that are attached to the Premises so that they cannot be removed without material injury to the Premises shall become the property of Lessor upon installation, and County shall have no obligation or liability for removal of such improvements. Not later than the last day of the term of this Lease, County shall, at County's expense, remove all of County's personal property and those improvements made by County which have not become the property of Lessor, including trade fixtures, cabinet work, moveable paneling, partitions and the like; repair all damage resulting from the installation or removal of such property and improvements; surrender the Premises in as good order, condition, or repair as they were in at the beginning of the term, except for reasonable use and wear thereof, and damage by fire, the elements, casualty, act of God or other cause not due to the misuse or neglect of County or County's officers, agents, employees, or visitors; and remove at County's expense any signs, notices, or displays placed or installed by County.





## 7.2 Alterations by Lessor.

7.2.1 **Compliance with Law; Testing.** During the term of this Lease, and any options thereof, should Lessor make any modifications or alterations to the Premises, modifications or alterations shall comply with the California Building Code, local building codes, Americans with Disabilities Act (ADA) regulations, and all other applicable laws and regulations. The Lessor shall pay the costs and shall take samples and test, by an accrediting laboratory, all building materials subject to remodel, modifications, or repair for asbestos and lead in paint content prior to performing the work. The laboratory test report shall be provided to County prior to commencement of the work. In the event asbestos and/or lead in paint is found in building materials that will be disturbed in the course of remodeling, modifications, or repair, the Lessor shall pay the costs and handle the materials as per the California Code of Regulations, local codes, Federal Environmental Protection Agency regulations, and all other applicable laws and regulations.

7.2.2 **Prevailing Wages.** Lessor shall, and shall require any party performing any work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly-leased or operated building or structure, to comply with all provisions of California law regarding construction that constitutes a public works project. Any agreement between Lessor and a third party for work that constitutes a public works project shall include the following provision:

Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at Shasta County's Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

By this notice, Lessor is also informed that Public Contract Code section 22002 et seq. applies to work performed pursuant to this Lease. In addition to any other indemnification provision of this Lease, Lessor shall indemnify and hold County harmless from and defend County against any and





all claims of liability for any failure by Lessor arising in part or in whole from Lessor's or its agents, contractors, or employees' failure to comply with the duties proscribed by this section.

Section 8. **ASSIGNMENT AND SUBLETTING:**

8.1 **Lessor's Consent Required.** County shall not Lease or sublet said Premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of Lessor, which consent shall not be unreasonably withheld. Notwithstanding the previous sentence, Lessor acknowledges that there is currently a sublet of a portion of the Premises to the Shasta County Superior Court and hereby consents to County continuing to sublet a portion of the Premises to the Shasta County Superior Court. Consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this Lease, or of any interest therein, or subletting, either by voluntary or involuntary act of County, or by operation of law or otherwise, shall, at the option of Lessor, terminate this Lease, and any such purported assignment, transfer, or subletting without such consent shall be null and void.

8.2 **Release of County.** County shall not assign this Lease, or any interest therein, without the written consent of Lessor, which consent is at the Lessor's sole discretion. In the event of an assignment of this Lease, which is approved by Lessor, whereby such successor in interest agrees to be bound by all the terms, covenants, and conditions of this Lease, County shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

Section 9. **INDEMNITY:**

9.1 **County's Indemnification.** County shall indemnify and hold Lessor harmless from and defend Lessor against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the Premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by County, its agents, contractors, or employees. County shall further indemnify and hold Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on County's part to be performed under the terms of this Lease, or arising from any negligence or wrongdoing of County or any of its elected officials, officers, employees, agents, and volunteers and from and against all costs, attorney's fees, expenses, and



liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against Lessor by reason of any such claim, County, upon notice from Lessor, shall defend the same at County's expense provided, however, that County shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of Lessor or its agents, contractors, or employees. Lessor shall provide notice to County within 10 days of receipt or notice of any claim.

9.2 **Lessor's Indemnification.** Lessor shall indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and defend County against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on, or about the Premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by Lessor, its agents, contractors, or employees. Lessor shall further indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this Lease, or arising from any negligence or wrongdoing of Lessor, or any of its agents, contractors, or employees and from and against all costs, attorney's fees (including fees of County Counsel), expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against County by reason of any such claim, Lessor, upon notice from County, shall defend the same at Lessor's expense provided, however, that Lessor shall not be liable for damage or injury occasioned by the active or passive negligence or intentional acts of County or its agents or employees. County shall be required to provide notice to the Lessor within 10 days of receipt or notice of any claim.

Section 10. **INSURANCE:**

10.1 Lessor shall maintain throughout the term of this Lease and any extension of the term, fire and extended coverage insurance to protect Lessor's interest in the Premises and all common areas, and provide evidence of insurance to County.

10.2 Without limiting Lessor's duties of defense and indemnification, Lessor shall also obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this Lease and any extension of this Lease, Commercial





General Liability Insurance for the building and Premises of not less than One Million Dollars (\$1,000,000); such insurance shall be primary and non-contributory with the County's coverage.

10.2.1 Any deductible or self-insured retention exceeding \$25,000 for Lessor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Lease.

10.2.2 Lessor shall provide County an endorsement or amendment to Lessor's policy of insurance as evidence of insurance protection before the effective date of this Lease. The endorsement or amendment shall name County, its elected officials, officers, employees, agents, and volunteers as additional insureds. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. If the endorsement or amendment does not reflect the limits of liability provided by the policy, Lessor shall also provide County a certificate of insurance reflecting those limits.

10.2.3 The insurance coverage required by this Lease shall be in effect at all times during the term of this Lease. In the event any insurance coverage expires at any time during the term of this Lease, Lessor shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Lease or for a period of not less than one year. In the event Lessor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 30 days of the expiration of the endorsement or policy amendment in effect at inception of this Lease, County may exercise its remedies as per Section 13.

10.3 All insurance policies (or self-insurance) carried by either Party covering the Premises, including, but not limited to, contents, fire, and casualty insurance, shall expressly waive any right on the part of the insurer against the other Party. Neither Party, nor its agents, employees, or guests, shall be liable to the other for loss or damage covered by such insurance, provided such policies shall be obtainable, and the Parties waive all rights of subrogation in this regard.

10.4 County shall maintain throughout the term of this Lease and any extension of this Lease Commercial General Liability insurance (or self-insurance) for its operation, use, occupancy, and maintenance of the Premises and all areas appurtenant thereto. The amount of such insurance shall not be less than One Million Dollars (\$1,000,000), name Lessor as an





additional insured, and be primary and noncontributory with the Lessor's insurance. In addition, County shall maintain Workers' Compensation and Employers' Liability insurance (or self-insurance) covering its employees. County shall provide evidence of required coverage to Lessor.

10.5 County shall maintain throughout the term of this Lease and any extension of this Lease fire and extended coverage insurance (or self-insurance) insuring its property including improvements, alterations, furniture, fixtures, equipment, inventory, business records, and other personal property owned or installed in the Premises. County shall provide evidence of required coverage to Lessor.

Section 11. **DAMAGE OR DESTRUCTION:**

In the event of any significant damage to or any destruction of the Premises, or any portion of the Premises, at any time during the term or extended term of this Lease, Lessor will promptly repair, replace, restore, and renew the good condition, order, and repair of the Premises. Lessor or County may, in writing delivered to the other Party within 30 days after major damage or destruction, terminate this Lease as of the date of the major damage or destruction if the repair, replacement, restoration, or renewal would likely require more than 3 months to complete or if it occurs within the final 12 months of the term. During the period of any such repair, replacement, restoration, or renewal, the obligation of County to pay rent will be abated to the extent the Premises are effectively rendered unfit for their intended use by County as a result of such damage or destruction.

Section 12. **EMINENT DOMAIN:**

If all or a significant part of the Premises are taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either party shall have the right, at its option, exercisable within 30 days of receipt of notice of such taking, to terminate this Lease as of the date possession is taken by the condemning authority. For purposes of the preceding sentence, significant part of the Premises is defined as a taking or appropriation that has a significant negative impact on the County's ability to use the premises for its intended purpose. In the event of a partial taking which does not result in a termination of this Lease, rent shall be abated in the proportion which the part of the Premises made unusable bears to the rented area of the Premises immediately



prior to the taking. All consideration, compensation, damages, income, rent, awards, relocation expenses, and interest that may be paid or made in connection with any taking will be divided between the Parties as their respective interests may appear as determined by the condemning authority.

Section 13. **DEFAULT; BREACH; REMEDIES:**

13.1 **Default or Breach.** If either the Lessor or County fails to comply with any of the material provisions of this Lease, notice of such default shall be served on the defaulting Party and the defaulting Party shall have 10 days if monetary, 30 days if not monetary, from receipt of the notice of default to cure said breach.

13.2 **Remedies — Lessor.** In the event the default is not cured within the 10-day or 30-day period, as applicable, Lessor may, at its option, perform such duty or obligation on County's behalf, including, but not limited to, the obtaining of reasonably required insurance policies, or governmental licenses, permits, or approvals. The cost and expense of any such performance by Lessor shall be due and payable by County upon receipt of invoice therefor. Alternatively, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy that Lessor may have by reason of such breach:

13.2.1 Terminate County's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and County shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from County: (i) the unpaid rent which has been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the County proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the County proves could have been reasonably avoided, which worth at the time of award shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of the award plus one percent; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the County's failure to perform its obligations under this Lease or in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of re-letting, including necessary renovation and alteration of the





Premises, reasonable attorney's fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Efforts by Lessor to mitigate damages caused by County's breach of this Lease shall not waive Lessor's right to recover damages hereunder. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to County under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, applicable grace period required by Paragraph 13.1 shall not pertain and the failure of County to cure the default within the period required by the unlawful detainer statute shall constitute both an unlawful detainer and a breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

13.2.2 Continue the Lease and County's right to possession and recover the rent as it becomes due, in which event County may sublet, subject only to reasonable limitations. Acts of maintenance, efforts to re-let, and/or the appointment of a receiver to protect the Lessor's interest shall not constitute a termination of the County's right to possession.

13.2.3 Pursue any other remedy now or hereafter available under law. The expiration or termination of this Lease and/or the termination of County's right to possession shall not relieve County from liability under any indemnity provision of this Lease as to matters occurring or accruing during the term hereof or by reason of County's occupancy of the Premises.

13.3 **Remedies — County.** In the event the default is not cured within the 30-day period, or if having commenced said cure they do not diligently pursue it to completion, then County may elect to cure said breach at County's expense and offset an equal amount from the rent payable pursuant to this Lease. County shall document the cost of said cure and supply said documentation to Lessor. If Lessor does not cure the default within 60 days, or if said cure is not being diligently pursued to its completion within that time period, County may terminate this Lease without any further obligation. In addition to the remedies provided in this section 13.3, County is entitled to pursue any other remedies available to it by law.





Section 14. **NOTICES:**

Unless otherwise provided, notices required by law or by this Lease to be given to either Party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either Party as set forth below or at such other address as a Party specifies in writing. If notice is mailed, notice shall be deemed to have been given three business days after mailing. When oral notice is authorized by this Lease, it shall be deemed to be effective immediately. Unless otherwise stated in this Lease, any written or oral notices on behalf of County as provided for in this Lease may be executed and/or exercised by the County Executive Officer.

If to Lessor: Jonathan M. Girard, Manager  
The June Girard Fund Limited Liability Company  
16911 Avenida de Santa Ynez  
Pacific Palisades, CA 90272  
Phone: (310) 890-1999

If to County: County Executive Officer  
Shasta County Administrative Office  
1450 Court Street, Suite 308A  
Redding, CA 96001-1680  
Phone: (530) 225-5561  
Fax: (530) 229-8238

Copy to: Terri Morelock, Director  
Shasta County Child Support Services  
2600 Park Marina Drive  
Redding, CA 96001  
Office: (530) 229-8896  
Fax: (530) 225-5458

Section 15. **GOVERNING LAW:**

All questions with respect to construction of this Lease and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this Lease shall be litigated in the State of California and venue shall lie in the County of Shasta.



Section 16. **INUREMENT:**

Subject to the restrictions on assignments as herein contained, this Lease shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, and heirs of the respective Parties hereto.

Section 17. **ENTIRE AGREEMENT:**

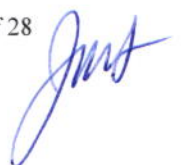
This instrument along with any exhibits or attachments hereto constitutes the entire Lease between Lessor and County relative to the Premises. This Lease and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both Lessor and County. Lessor and County agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the leasing of the Premises are written into or revoked by this Lease. If any provision contained in an exhibit or attachment to this Lease is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

Section 18. **ATTORNEY'S FEES:**

If any legal action is brought by either Party for the enforcement or interpretation of this Lease, for remedy due to its breach, for recovery of the Premises, or in any other way arising from the terms of this Lease, the prevailing Party shall be entitled to recover reasonable attorney fees (including fees of County Counsel), costs, and other litigation expenses which shall become a part of any judgment in the action.

Section 19. **ACCESS TO RECORDS/RECORDS RETENTION:**

19.1 **CalOSHA Records Retention.** Section 5142 of Title 8 of the California Code of Regulations titled "Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems to Provide Minimum Building Ventilation" requires Lessor to provide to County quarterly HVAC maintenance and annual HVAC inspection records. Lessor's HVAC maintenance and inspection records must be maintained by Lessor for five years after the termination of this Lease and shall be made available to the County and/or to CalOSHA inspectors by Lessor upon request within 48 hours of written or verbal notification from the County.



19.2 **General Records Retention.** County, federal, and state officials shall have access to any books, documents, papers, and records of Lessor which are directly pertinent to the subject matter of this Lease for the purpose of auditing or examining the activities of Lessor or County. Except where longer retention is required by federal or state law, Lessor shall maintain all records for five years after County makes the final Lease payment thereunder.

Section 20. **PROPERTY TAXES:**

Lessor represents and warrants that Lessor, on the date of execution of this Lease, (a) has paid all property taxes for which Lessor is obligated to pay, or (b) is current in payments due under any approved property tax payment arrangement. Lessor shall make timely payment of all property taxes at all times during the term of this Lease.

Section 21. **ESTOPPEL CERTIFICATES:**

21.1 Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge, and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the American Industrial Real Estate Association, plus such additional information, confirmation, and/or statements as may be reasonably requested by the Requesting Party.

21.2 If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10-day period, the Requesting Party may execute an Estoppel Certificate stating that: (a) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (b) there are no uncured defaults in the Requesting Party's performance, and (c) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

21.3 If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, County shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including, but not limited to, County's financial statements for the past three years. All such financial statements





shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes set forth.

21.4 The DCSS Director, or his/her designee, is authorized to execute an Estoppel Certificate requested pursuant to this Section 21.

Section 22. **CONFIDENTIALITY:**

This Lease is for Lessor to provide the Premises to County. Should customer personally identifiable information (PII) become known to Lessor, the following confidentiality rules shall apply:

22.1 Lessor shall comply with, and require all of Lessor's employees, contractors, volunteers, agents, and officers to comply with, all applicable laws pertaining to the confidentiality of documents or data in whatever form and all the provisions 26 U.S.C. sections 7213 and 7213A (Unauthorized Disclosure of Information) and 26 U.S.C. section 7431 (Civil Damages for Unauthorized Disclosure of Returns and Return Information).

22.2 Lessor shall ensure all of Lessor's employees, contractors, volunteers, agents, and officers comply with the above provisions, and shall inform all of Lessor's employees, contractors, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

22.3 Lessor shall preserve the confidentiality of and not disclose any confidential or proprietary information to any third party without the express written consent of County or as required by law. This provision shall survive the termination, expiration, or cancellation of this Lease.

Section 23. **SAFEGUARD OF INFORMATION:**

23.1 In performance of this contract, Lessor will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the Lessor to inform its officers, employees, and subcontractors of the provisions of 26 U.S.C. sections 7213 and 721A (Unauthorized Disclosure of Information) and 26 U.S.C. section 7431 (Civil Damages for Unauthorized Disclosure of Returns and Return Information). Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer,



employee, or subcontractor in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n) 1.

23.2 Lessor to inform its officers, employees, and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C. section 552a(i)(1), which is made applicable to contractors by 5 U.S.C. section 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

23.3 Lessor shall immediately, but no later than 24 hours, contact County upon identification of a possible issue involving FTI.

23.4 Lessor shall complete Department Contractor/Vendor Security Awareness training, provided by the Department, at time of initial contract, and annually thereafter.

Section 24. **VIOLATION OF CONFIDENTIALITY:**

To the fullest extent permitted by law, Lessor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, fines, penalties, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising out of any violation of any law or regulation regarding confidentiality, by Lessor or by any of Lessor's subcontractors, any person employed under Lessor, or under any subcontractor, or in any capacity, except when the violation, injury, or loss is caused by the sole negligence or intentional wrongdoing of County. Lessor shall also, at Lessor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising out of any violation of any law or regulation regarding confidentiality by Lessor, or any of Lessor's subcontractors, any person employed under Lessor, or under any subcontractor, or in any capacity. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Lease.





Section 25. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION OF CONTRACTORS:**

Lessor certifies, by signing this Real Property Lease Agreement, that neither it nor its principals are presently debarred, suspended, ineligible, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency pursuant to Executive Order 12549, and 2 CFR Part 382, whenever applicable.

Section 26. **COMPLIANCE WITH LAW; 31 US CODE SECTION 1352:**

Lessor certifies, by signing this Real Property Lease Agreement, that no federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352.

Section 27. **SEVERABILITY:**

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

Section 28. **DAYS:**

Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days. Unless otherwise specified, "working days" means regular County days of operation excluding holidays identified by County's Board of Supervisors.

Section 29. **TIME OF ESSENCE:**

Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.



Section 30. **WAIVERS:**

No waiver by Lessor of the default or breach of any term, covenant, or condition hereof by County, shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent default or breach by County of the same or any other term, covenant, or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by County, or be construed as the basis of an estoppel to enforce the provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any default or breach by County. Any payment by County may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by County in connection therewith, which such statement and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

Section 31. **CUMULATIVE REMEDIES:**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Section 32. **CONSTRUCTION OF AGREEMENT:**

In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

Section 33. **SUBORDINATION; ATTORNMENT; NON-DISTURBANCE:**

33.1 **Subordination.** This Lease and any option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device") now or hereafter placed on the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. County agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under the Lease. Any Lender may elect to have this Lease and/or option granted hereby superior to the lien of its Security Device by giving written notice thereof





to County, whereupon this Lease and such options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

33.2 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, County's subordination of this Lease shall be subject to receiving a commercially-reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender, which Non-Disturbance Agreement which is approved by the County which provides that County's possession of the Premises, and this Lease, including any options to extend the term thereof, will not be disturbed so long as County is not in breach hereof and atones to the record owner of the Premises.

Section 34. **TERMINATION; MERGER:**

Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by County, the mutual termination or cancellation hereof, or a termination hereof by Lessor for breach by County, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing sub tenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

Section 35. **QUIET POSSESSION:**

Subject to payment by County of the Rent and performance of all of the covenants, conditions, and provisions on County's part to be observed and performed under this Lease, County shall have quiet enjoyment of the Premises during the term hereof.

Section 36. **RESERVATIONS:**

Lessor reserves the right: (a) to grant, without consent or joinder of County, such easements, rights and dedications that Lessor deems necessary, (b) to cause the recordation of parcel maps and restrictions, and (c) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by County. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

Section 37. **PERFORMANCE UNDER PROTEST:**

If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted



shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

Section 38. **AMENDMENTS:**

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change County's obligations hereunder, County agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises. The County's County Executive Officer, or his/her duly authorized and empowered designee, is authorized to make modifications on behalf of County.

Section 39. **CONTAMINATION AND POLLUTION:**

County, solely at its own cost and expense, will provide cleanup of the Premises and the surrounding area that becomes contaminated or polluted due directly to County's activities, in accordance with and to the extent required by all applicable laws, regulations, and guidelines. Any fine, penalties, punitive, or exemplary damages assigned due to contaminating or polluting activities of County will be borne entirely by County.

Section 40. **FORCE MAJEURE:**

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 the Party.

Section 41. **RECORDING:**

Either Lessor or County shall have the right to execute, acknowledge, and record a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto. The Party requesting such recordation shall provide the other Party a copy for its review and consent prior to recordation.





Section 42. **LEASE EXECUTION:**

This Lease may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

**SIGNATURE PAGE FOLLOWS**

A handwritten signature in blue ink, appearing to be 'JMT', is located in the bottom right corner of the page.

IN WITNESS WHEREOF, the Parties have executed this Lease on the dates set forth below. By their signatures below, each signatory represents that he or she has the authority to execute this Lease, and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

\_\_\_\_\_  
Date

\_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

**ATTEST:**

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:

**RISK MANAGEMENT APPROVAL**

RUBIN E. CRUSE, JR.  
County Counsel

By: \_\_\_\_\_  
James Ross  
Assistant County Counsel

By: \_\_\_\_\_  
James Johnson  
Risk Management Analyst III

**LESSOR**

4/9/2018  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan M. Girard, Manager  
The June Girard Fund Limited Liability Company,  
a California limited liability company

Tax ID on File