

MEETING MINUTES

The Santa Rosa City Schools Board Meeting of July 26, 2023, starting at 5:30 pm, is in a hybrid format. The public can attend and comment in person by presenting a blue card to the Executive Assistant at Santa Rosa City Schools Board Room (211 Ridgway Ave. Santa Rosa, Ca. 95401) or attend and comment in a virtual format via Zoom by using the virtual hand raising feature. For more information on virtual attendance (including how to watch, give public comment and listen in Spanish) please click [HERE](#).

La reunión de la mesa directiva de del distrito escolar Santa Rosa City Schools 26 de Julio de 2023 a partir de las 5:30 pm, se llevará a cabo en formato híbrido. El público puede asistir y comentar en persona presentando una tarjeta azul a la Asistente Ejecutivo en las Santa Rosa City Schools Board Room (211 Ridgway Ave. Santa Rosa, Ca. 95401) o asistir y comentar en un formato virtual a través de la aplicación Zoom ,usando la función para levantar la mano virtual. Para obtener más información sobre la asistencia virtual (incluido cómo mirar, dar comentarios públicos y escuchar en español), haga clic [AQUÍ](#).

Individual speakers shall be allowed up to three minutes to address the Board on each agenda item only. The Board may limit the total time for public input on each item to 20 minutes. With Board consent, the presiding officer may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The presiding officer may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add (BP 9323).

Se les permitirán a los oradores hablar de manera individual por tres minutos ante la mesa directiva sobre cada tema incluido en la agenda solamente. La mesa directiva puede limitar el tiempo total para la participación del público a 20 minutos por cada tema. Con el consentimiento de la mesa directiva, la presidenta puede incrementar o disminuir el tiempo asignado para los comentarios del público, dependiendo del tema y la cantidad de personas que deseen ser escuchadas. La presidenta puede llevar a cabo una encuesta para determinar cuántos oradores están a favor o en contra de un tema en particular, y puede pedir que otras personas hablen solo si tienen algo nuevo que agregar (BP 9323).

For questions or comments, please contact the Superintendent's Office at (707) 890-3800 ext. 80201 or mmartin@srcs.k12.ca.us.

To view future board meeting dates, click [HERE](#).

To view agendas and minutes from July 2016 - August 12, 2020, click [HERE](#).

To view agendas and minutes prior to July 27, 2016, please contact the Superintendent's Office at (707) 890-3800 ext. 80201, mmartin@srcs.k12.ca.us.
To view recordings of past board meetings, click [HERE](#).

MISSION: SRCS ensures equitable access to a transformative educational experience grounded in the assets of our students, staff, and community. We nurture the whole student in an engaging, challenging, and safe environment. We recognize and value each student's individuality and our community's cultural wealth.

VISION: SRCS will send students into the world empowered to find purpose, think critically, embrace diversity, work together, and adapt to our changing planet, and live healthy and fulfilling lives.

Attendees

Voting Members

Alegria De La Cruz, Board of Education Director
Ever Flores, Board of Education Clerk
Stephanie Manieri, Board of Education President
Omar Medina, Board of Education Vice President
Ed Sheffield, Board of Education Director
Roxanne McNally, Board of Education Director
Jeremy De La Torre, Board of Education Director

A. CALL TO ORDER (5:30 p.m.)

The meeting was called to order at 5:35 p.m.

1. Pledge of Allegiance

President Manieri led the Pledge of Allegiance.

2. Public Comment on Open Session Agenda Items, Only

There was no public comment on the open session agenda.

B. DISCUSSION / ACTION ITEMS

1. (Action) Approval of Sublease - BPM LLP

Superintendent Trunnell and Associate Superintendent Cavin presented the sub-lease with BPM, LLP for suite 210 in the building located at 110 Stony Point Road, Santa Rosa, CA 95401 as temporary district office space for the SRCS to the Board.

Motion Passed: Approval of sub-lease with BPM, LLP

Motion made by: Roxanne McNally

Motion seconded by: Alegria De La Cruz

Voting:

Alegria De La Cruz - Yes
Ever Flores - Yes
Stephanie Manieri - Yes
Omar Medina - Yes
Ed Sheffield - Yes
Roxanne McNally - Yes
Jeremy De La Torre - Yes

2. (Action) Approval of Lease - SR Stony Point DE LLC

Superintendent Trunnell and Associate Superintendent Cavin presented the direct lease with SR Stony Point DE, LLC for suites 225 and 105 A/B in the building located at 110 Stony Point Road, Santa Rosa, CA 95401 as temporary district office space to the Board.

Motion Passed: Approval of Lease - SR Stony Point DE LLC

Motion made by: Alegria De La Cruz

Motion seconded by: Omar Medina

Voting:

Alegria De La Cruz - Yes
Ever Flores - Yes
Stephanie Manieri - Yes
Omar Medina - Yes
Ed Sheffield - Yes
Roxanne McNally - Yes
Jeremy De La Torre - Yes

C. ADJOURNMENT

The meeting adjourned at 5:53 p.m.

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (this "Agreement") is entered as of _____, 2023, by and among SR STONY POINT DE LLC, a Delaware limited liability company ("Landlord"), BPM LLP, a California limited liability partnership ("Tenant"), SANTA ROSA ELEMENTARY SCHOOL DISTRICT and SANTA ROSA HIGH SCHOOL DISTRICT (collectively referred as "Santa Rosa City Schools") ("Subtenant") on the basis of the following facts, understandings and intentions:

A. Landlord (successor in interest to Stony Point East, L.P.) and Tenant (successor in interest to Andersen & Company LLP and Burr, Pilger & Mayer, Inc.) previously entered into that certain Office Lease dated August 17, 2004, as amended by that certain First Amendment to Lease dated November 4, 2005, as amended by that certain Assignment, Assumption and Amendment of Lease dated January 1, 2009, as amended by that certain Second Amendment to Lease dated October 5, 2009, as amended by that certain Third Amendment to Lease dated January 21, 2015, and as amended by that certain Fourth Amendment to Lease dated December 30, 2019 (as so amended, the "Master Lease"). A copy of the Master Lease is attached hereto as Exhibit A.

B. Pursuant to the Master Lease, Landlord leases to Tenant the premises ("Premises") commonly known as Suite 210 in 110 Stony Point Road in Santa Rosa, California and more particularly described in the Master Lease.

C. Tenant and Subtenant entered into a sublease ("Sublease") dated August 1, 2023 a copy of which is attached hereto as Exhibit B, whereby Tenant proposes to sublease to Subtenant and Subtenant proposes to sublease from Tenant a portion of the Premises more particularly described in the Sublease (the "Sublease Premises").

D. Intentionally Deleted

E. The terms of the Master Lease require the written consent of Landlord as a condition precedent to the Sublease.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties, the parties hereto agree as follows:

1. **Consent**. Landlord hereby consents to the Sublease subject to all of the terms and conditions of this Agreement.

2. **Representations**. Tenant hereby represents and warrants to Landlord that:

a. **Master Lease**. The Master Lease attached hereto as Exhibit A is a true and correct copy of the Master Lease, and there exist no amendments, modifications or extensions of or to the Master Lease (except as included in the Master Lease attached hereto), and the Master Lease is now in full force and effect; and

b. **No Offsets.** There exist no defenses or offsets to enforcement of the Master Lease by Landlord, and Landlord is not, as of the date of Tenant's execution hereof, in default in the performance of the Master Lease, nor has Landlord committed any breach thereof, nor has any event occurred which, with the passage of time, or the giving of notice, or both, would constitute a default or breach by Landlord.

3. **Subordinate.** The Sublease shall be subject and subordinate to the Master Lease and all of the Master Lease's provisions, covenants and conditions. In case of any conflict between the provisions of the Master Lease and the provisions of the Sublease, the provisions of the Master Lease shall prevail unaffected by the Sublease. Subtenant shall comply with the terms and conditions of the Master Lease to the extent applicable to the Sublease Premises. Any breach of the Master Lease by either Tenant or Subtenant shall entitle Landlord to all the rights and remedies provided in the Master Lease in the event of a breach, and any other available remedy, against both Tenant and Subtenant.

4. **No Ratification.** This Agreement shall not operate as a consent to, approval of, or ratification by Landlord of any of the provisions of the Sublease and Landlord shall not be bound or estopped in any way by the provisions of the Sublease, regardless of whether any such provisions purport to obligate or otherwise bind Landlord.

5. **No Waiver.** This Agreement shall not be construed to modify, waive or affect (i) any present or future breach or default on the part of Tenant under the Master Lease; (ii) any of the provisions, covenants, or conditions in the Master Lease; (iii) any of Tenant's obligations under the Master Lease; or (iv) any rights or remedies of Landlord under the Master Lease or to enlarge or increase Landlord's obligations or Tenant's rights under the Master Lease.

6. **Not Assignable.** This Agreement is personal to Tenant, Guarantor and Subtenant and may not be assigned by Tenant, Guarantor or Subtenant. Any attempted assignment in violation of this section shall be void.

7. **No Release.** Neither the Sublease nor this Agreement shall release or discharge Tenant from any liability under the Master Lease and Tenant shall remain liable and responsible for the full performance and observance of all of the provisions, covenants and conditions set forth in the Master Lease on the part of Tenant to be performed and observed. The breach or violation of any provision of the Master Lease by Subtenant shall constitute a default by Tenant in fulfilling such provision. Tenant and Subtenant shall indemnify and hold Landlord harmless from and against any loss, cost, damage or expense, including attorneys' fees or costs, which arise by virtue of the Sublease or Subtenant's occupancy of the Sublease Premises.

8. **No Consent to Future Subletting.** This Agreement by Landlord shall not be construed as a consent by Landlord to any future assignment or subletting either by Tenant or Subtenant. The Sublease may not be modified, amended, assigned, renewed or extended, nor shall the Premises, or any part thereof, be further sublet, without the prior written consent of Landlord in each instance.

9. **Termination.** Upon the expiration of the term or earlier termination of the Master Lease, or upon the surrender of the Premises by Tenant to Landlord, except as

provided in Section 10 below, the Sublease shall terminate as of the effective date ("Termination Date") of such expiration, termination or surrender, and Subtenant shall vacate the Sublease Premises on or before the Termination Date. Tenant shall surrender the Premises to Landlord at the expiration or earlier termination of the Master Lease in the condition required by the Master Lease. Subtenant shall cooperate with Tenant in connection with Tenant's performance of its obligations pursuant to this section.

10. **Landlord's Election.** If the Master Lease expires or terminates during the term of the Sublease for any reason, or if Tenant shall surrender the Master Lease to Landlord, Landlord may elect, in Landlord's sole discretion, by delivering written notice to Subtenant not later than thirty (30) days after the Termination Date, to continue the Sublease as a direct lease between Landlord, as landlord, and Subtenant, as tenant, on the terms and conditions of the Sublease for either (i) the remaining term of the Sublease, or (ii) such periodic tenancy as Landlord shall select, provided that in no event shall the initial period of the periodic tenancy be in excess of the remaining term of the Sublease. Upon an election by Landlord pursuant to this section, Subtenant shall attorn to Landlord. If Landlord elects to continue the Sublease, in no event shall Landlord be (i) liable to Subtenant for any act or omission by Tenant; (ii) subject to any offsets or defenses which Subtenant had or might have against Tenant; (iii) bound by any rent or additional rent or any other payment which Subtenant may have paid to Tenant; or (iv) bound by any amendment to the Sublease not consented to in writing by Landlord.

11. **Notices.** All notices required to be given hereunder shall be given in accordance with the Master Lease. Notices to Subtenant shall be given at the following address:

211 Ridgeway Avenue
Santa Rosa, CA 95401
Attn: Lisa Cavin / LCavin@srcs.k12.ca.us

12. **Condition of Sublease Premises.** Landlord makes no representations or warranties, express or implied, concerning the condition of the Sublease Premises and Subtenant accepts the Sublease Premises in their "as-is" condition as of the date hereof. Any improvements to the Sublease Premises by Tenant shall be in accordance with the requirements of the Master Lease.

13. **Guarantor.** Intentionally Deleted

14. **Brokerage.** In no event shall Landlord be liable for any leasing or brokerage commission with respect to the negotiation and execution of the Sublease or this Agreement. Tenant and Subtenant shall indemnify, defend, protect and hold Landlord harmless from and against all costs, expenses, attorneys' fees and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through or under the indemnifying party with respect to the Sublease or this Agreement.

15. **Limitation of Liability.** In addition to any other limitations of Landlord's liability contained in the Master Lease, as amended to date, the liability of Landlord to either Tenant or Subtenant for any default by Landlord under the terms of the Master Lease shall be limited to such party's actual direct, but not consequential, damages therefor and shall be

recoverable only for the interest of Landlord in the building in which the Sublease Premises are located and neither Landlord nor any partner, member, principal or affiliate of Landlord shall be personally liable for any deficiency.

16. **Entire Agreement.** There are no oral or side agreements among the parties affecting this Agreement, and this Agreement contains the entire agreement of the parties with respect to Landlord's consent to the Sublease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

“Landlord”

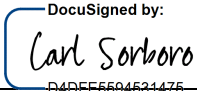
SR STONY POINT DE LLC,
a Delaware limited liability company

By: G & W Ventures, LLC,
a California limited liability company,
Its Manager

By: _____
Matthew T. White,
Manager

“Tenant”

BPM LLP, a California limited liability
partnership

By: 

Name: Carl Sorboro
Its: COO

"Subtenant"

SANTA ROSA ELEMENTARY SCHOOL
DISTRICT and SANTA ROSA HIGH
SCHOOL DISTRICT (collectively referred
as "Santa Rosa City Schools")

By: 

Name: Lisa Cavin
Its: Associate Superintendent



STANDARD SUBLEASE MULTI-TENANT

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Sublease ("Sublease"), dated for reference purposes only August 1, 2023, is made by and between BPM LLP, a Limited Liability Partnership ("Sublessor") and Santa Rosa Elementary School District and Santa Rosa High School District (collectively referred to herein as "Santa Rosa City Schools") hereinafter ("Sublessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain portion of the Project (as defined below), commonly known as (street address, unit/suite, city, state) 110 Stony Point Road Suite 210 Santa Rosa, CA 95401 ("Premises"). The Premises are located in the County of Sonoma and consist of approximately 17,676 square feet. In addition to Sublessee's rights to use and occupy the Premises as hereinafter specified, Sublessee shall have nonexclusive rights to the Common Areas (as defined below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project."

1.2(b) **Parking:** per master lease unreserved and per master lease reserved vehicle parking spaces.

1.3 **Term:** Four (4) years and Zero (0) months commencing August 7, 2023 ("Commencement Date") and ending July 31, 2027 ("Expiration Date").

1.4 **Early Possession:** ~~if the Premises are available~~ Sublessee shall ~~may~~ have non-exclusive possession of the Premises commencing August 1, 2023 ("Early Possession Date"). **See Paragraph 23**

1.5 **Base Rent:** \$26,514.00 per month ("Base Rent"), payable on the First (1st) day of each month commencing October 1, 2023.

If this box is checked, there are provisions in this Sublease for the Base Rent to be adjusted.

1.6 **Sublessee's Share of Operating Expenses:** See Paragraph 21 ~~percent (___ %) ("Sublessee's Share"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.~~

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$26,514.00 for the period October 1, 2023 - October 31, 2023.

(b) **Security Deposit:** None ("Security Deposit").

(c) **Other:** ___ for ___.

(d) **Total Due Upon Execution of this Lease:** \$26,514.00.

1.8 **Agreed Use:** The Premises shall be used and occupied only for General Office and administrative activities and for no other purposes.

1.9 Real Estate Brokers:

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Sublease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Sublessor's Brokerage Firm Keegan & Coppin Company, Inc / Voit Real Estate Services License No. 00531022 / 01991785 Is the broker of (check one): the Sublessor; or both the Sublessee and Sublessor (dual agent).

Sublessor's Agent Shawn Johnson / Steve Lane License No. 00858147 / 00835502 Is (check one): the Sublessor's Agent (salesperson or broker associate); or both the Sublessee's Agent and the Sublessor's Agent (dual agent).

Sublessee's Brokerage Firm Keegan & Coppin Company, Inc. License No. 00531022 Is the broker of (check one): the Sublessee; or both the Sublessee and Sublessor (dual agent).

Sublessee's Agent Dave Peterson License No. 01280039 Is (check one): the Sublessee's Agent (salesperson or broker associate); or both the Sublessee's Agent and the Sublessor's Agent (dual agent).

(b) **Payment to Brokers:** Upon execution and delivery of this Sublease by both Parties, Sublessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of ___ or ___ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Sublessee under this Sublease shall be guaranteed by ___ ("Guarantor").

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Sublease:

an Addendum consisting of Paragraphs 14 through 23;

a plot plan depicting the Premises and/or Project; **Exhibit A - Site Plan Exhibit B Floor plan**

a current set of the Rules and Regulations;

a Work Letter;

a copy of the Master Lease **dated August 17, 2004** and any and all amendments to such lease (collectively the "Master Lease");

other (specify): Rental Adjustments (pp 24), Standard Sublease Disclosure Addendum, Real Estate Agency Disclosure.

2. Premises.

2.1 **Letting.** Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Sublease. While the approximate square footage of the Premises may have been used in the marketing of the

CS
INITIALS

tl
INITIALS

Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Sublessee is advised to verify the actual size prior to executing this Sublease.**

2.2 **Condition.** Sublessor shall deliver the Premises to Sublessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and any items which the Sublessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Sublessee, shall be in good operating condition on said date. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Sublessor shall, as Sublessor's sole obligation with respect to such matter, except as otherwise provided in this Sublease, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Sublessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements. If Sublessee does not give Sublessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Sublessee at Sublessee's sole cost and expense.

2.3 **Compliance.** Sublessor warrants that any improvements, alterations or utility installations made or installed by or on behalf of Sublessor to or on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances ("**Applicable Requirements**") in effect on the date that they were made or installed. Sublessor makes no warranty as to the use to which Sublessee will put the Premises or to modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Sublessee's use. **NOTE: Sublessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Sublessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Sublessor shall, except as otherwise provided, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, rectify the same.

2.4 **Acknowledgements.** Sublessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Sublessor and/or Brokers to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Sublessee's intended use, (c) Sublessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Sublessor, (e) the square footage of the Premises was not material to Sublessee's decision to sublease the Premises and pay the Rent stated herein, and (f) neither Sublessor, Sublessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease. In addition, Sublessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Sublessee's ability to honor the Sublease or suitability to occupy the Premises, and (ii) it is Sublessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Americans with Disabilities Act.** In the event that as a result of Sublessee's use, or intended use, of the Premises the Americans with Disabilities Act or any similar law requires modifications or the construction or installation of improvements in or to the Premises, Building, Project and/or Common Areas, the Parties agree that such modifications, construction or improvements shall be made at: Sublessor's expense Sublessee's expense.

2.6 **Vehicle Parking.** Sublessee shall be entitled to use the number of Unreserved Parking Spaces and Reserved Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time for parking. Sublessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pickup trucks, herein called "**Permitted Size Vehicles.**" Sublessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Sublessor.

(a) Sublessee shall not permit or allow any vehicles that belong to or are controlled by Sublessee or Sublessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Sublessor for such activities.

(b) Sublessee shall not service or store any vehicles in the Common Areas.

(c) If Sublessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Sublessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Sublessee, which cost shall be immediately payable upon demand by Sublessor.

2.7 **Common Areas - Definition.** The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Sublessor from time to time for the general nonexclusive use of Sublessor, Sublessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Sublessee's Rights.** Sublessor grants to Sublessee, for the benefit of Sublessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Sublease, the nonexclusive 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 Sublessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. 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. Any such storage shall be permitted only by the prior written consent of Sublessor or Sublessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Sublessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Sublessee, which cost shall be immediately payable upon demand by Sublessor.

2.9 **Common Areas - Rules and Regulations.** Sublessor or such other person(s) as Sublessor may appoint 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 ("**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 the Project and their invitees. Sublessee 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. Sublessor shall not be responsible to Sublessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Sublessor shall have the right, in Sublessor's sole discretion, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To add additional buildings and improvements to the Common Areas;
- (d) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (e) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Sublessor may, in the

exercise of sound business judgment, deem to be appropriate.

DS
CS

INITIALS

© 2019 AIR CRE. All Rights Reserved.

SBMT-8.02, Revised 01-09-2019

DS
U

INITIALS

Last Edited: 7/25/2023 12:09 PM

Page 2 of 7

3. Possession.

3.1 Early Possession. Any provision herein granting Sublessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Sublessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Sublease (including but not limited to the obligations to pay Sublessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.2 Delay in Commencement. Sublessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises by the Commencement Date. If, despite said efforts, Sublessor is unable to deliver possession as agreed, the rights and obligations of Sublessor and Sublessee shall be as set forth in

~~Paragraph 3.3 Article 2~~ of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

~~3.3 Sublessee Compliance. Sublessor shall not be required to tender possession of the Premises to Sublessee until Sublessee complies with its obligation to provide evidence of insurance. Pending delivery of such evidence, Sublessee shall be required to perform all of its obligations under this Sublease from and after the Start Date, including the payment of Rent, notwithstanding Sublessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Sublessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Sublessor may elect to withhold possession until such conditions are satisfied.~~

4. Rent and Other Charges.

4.1 Rent Defined. All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("Rent"). Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

~~4.2 Common Area Operating Expenses. Sublessee shall pay to Sublessor during the term hereof, in addition to the Base Rent, Sublessee's Share of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Sublease, in accordance with the following provisions:~~

(a) "Common Area Operating Expenses" are defined, for purposes of this Sublease, as those costs incurred by Sublessor relating to the operation of the Project, which are included in the following list:

(i) Costs related to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement of the following:
(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, and the costs of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas.

(v) Real Property Taxes.

(vi) Insurance premiums.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(b) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Sublessor to either have said improvements or facilities or to provide those services unless Sublessor already provides the services, or Sublessor has agreed elsewhere in this Sublease to provide the same or some of them.

~~(c) Sublessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Sublessor's estimate of the Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Sublessor shall deliver to Sublessee a reasonably detailed statement showing Sublessee's Share of the actual Common Area Operating Expenses incurred during the preceding year. If Sublessee's payments under this Paragraph 4.2(c) during the preceding year exceed Sublessee's Share as indicated on such statement, Sublessor shall credit the amount of such overpayment against Sublessee's Share of Common Area Operating Expenses next becoming due. If Sublessee's payments under this Paragraph 4.2(c) during the preceding year were less than Sublessee's Share as indicated on such statement, Sublessee shall pay to Sublessor the amount of the deficiency within 10 days after delivery by Sublessor to Sublessee of the statement.~~

~~4.3 Utilities. Sublessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Sublessor's sole judgment, Sublessor determines that Sublessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Sublessee is generating such a large volume of trash as to require an increase in the size of the dumpster and/or an increase in the number of times per month that the dumpster is emptied, then Sublessor may increase Sublessee's Base Rent by an amount equal to such increased costs.~~

5. Security Deposit. The rights and obligations of Sublessor and Sublessee as to said Security Deposit shall be as set forth in [Paragraph 5 Section 4](#) of the Master Lease (as modified by Paragraph 7.3 of this Sublease).

6. Master Lease.

6.1 Sublessor is the lessee of the Premises by virtue of the "Master Lease", wherein [SR Stony Point DE LLC, a Delaware limited liability company](#) is the lessor, hereinafter the "Master Lessor".

6.2 This Sublease is and shall be at all times subject and subordinate to the Master Lease.

6.3 The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

6.4 During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease except for the following paragraphs which are excluded therefrom: [Section 3.2, Articles 4,5,10, and 30](#).

6.5 The obligations that Sublessee has assumed under paragraph 6.4 hereof are hereinafter referred to as the "Sublessee's Assumed Obligations". The obligations that sublessee has not assumed under paragraph 6.4 hereof are hereinafter referred to as the "Sublessor's Remaining Obligations".

CS

INITIALS

© 2019 AIR CRE. All Rights Reserved.

SBMT-8.02, Revised 01-09-2019

DS

INITIALS

Last Edited: 7/25/2023 12:09 PM

6.6 Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

6.7 Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject, however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

6.8 Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any Party to the Master Lease.

7. Assignment of Sublease and Default.

7.1 Sublessor hereby assigns and transfers to Master Lessor the Sublessor's interest in this Sublease, subject however to the provisions of Paragraph 8.2 hereof.

7.2 Master Lessor, by executing this document, agrees that until a Default shall occur in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor shall Default in the performance of its obligations to Master Lessor then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from the Sublessee, be deemed liable to Sublessee for any failure of the Sublessor to perform and comply with Sublessor's Remaining Obligations.

7.3 Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a Default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such Default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

7.4 No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

8. Consent of Master Lessor.

8.1 In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor then, this Sublease shall not be effective unless, within 10 days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this Subletting.

8.2 In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third parties, then neither this Sublease, nor the Master Lessor's consent, shall be effective unless, within 10 days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

8.3 In the event that Master Lessor does give such consent then:

(a) Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

(b) The acceptance of Rent by Master Lessor from Sublessee or any one else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(c) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(d) In the event of any Default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or any one else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

(e) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor or any one else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(f) In the event that Sublessor shall Default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other Defaults of the Sublessor under the Sublease.

8.4 The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

8.5 Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no Default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

8.6 In the event that Sublessor Defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any Default of Sublessor described in any notice of default if Sublessee does so within the same number of days set forth in the notice of default given to Sublessor. If such Default is cured by Sublessee then Sublessee shall have the right of reimbursement and offset from and against Sublessor.

9. Additional Brokers Commissions.

9.1 Sublessor agrees that if Sublessee exercises any option or right of first refusal as granted by Sublessor herein, or any option or right substantially similar thereto, either to extend the term of this Sublease, to renew this Sublease, to purchase the Premises, or to lease or purchase adjacent property which Sublessor may own or in which Sublessor has an interest, then Sublessor shall pay to Broker a fee in accordance with the schedule of Broker in effect at the time of the execution of this Sublease. Notwithstanding the foregoing, Sublessor's obligation under this Paragraph is limited to a transaction in which Sublessor is acting as a Sublessor, lessor or seller.

9.2 If a separate brokerage fee agreement is attached then Master Lessor agrees that if Sublessee shall exercise any option or right of first refusal granted to Sublessee by Master Lessor in connection with this Sublease, or any option or right substantially similar thereto, either to extend or renew the Master Lease, to purchase the Premises or any part thereof, or to lease or purchase adjacent property which Master Lessor may own or in which Master Lessor has an interest, or if Broker is the procuring cause of any other lease or sale entered into between Sublessee and Master Lessor pertaining to the Premises, any part thereof, or any adjacent property which Master Lessor owns or in which it has an interest, then as to any of said transactions, Master Lessor shall pay to Broker a fee, in cash, in accordance with the schedule attached to such brokerage fee agreement.

9.3 Any fee due from Sublessor or Master Lessor hereunder shall be due and payable upon the exercise of any option to extend or renew, upon the execution of any new lease, or, in the event of a purchase, at the close of escrow.

9.4 Any transferee of Sublessor's interest in this Sublease, or of Master Lessor's interest in the Master Lease, by accepting an assignment thereof, shall be deemed to have assumed the respective obligations of Sublessor or Master Lessor under this Paragraph 9. Broker shall be deemed to be a third-party beneficiary of this Paragraph 9.

CS

INITIALS

DS
LL

INITIALS

10. **Representations and Indemnities of Broker Relationships.** The Parties each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Sublease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Sublessee and Sublessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

11. **Attorney's fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Sublessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

12. **No Prior or Other Agreements; Broker Disclaimer.** This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Sublessor and Sublessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Sublease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Sublessor or Sublessee under this Sublease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Sublease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

13. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

have not undergone an inspection by a Certified Access Specialist (CASp). Note: 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.

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.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) or other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS SUBLEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS SUBLEASE.
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR SUBLESSEE'S INTENDED USE.

WARNING: IF THE SUBJECT PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE SUBLEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

Executed At: _____

On: _____

By Sublessor:

BPM LLP, a Limited Liability Partnership

DocuSigned by:

Carl Sorbora

By: _____
D4DFE5594531475...

Name Printed: _____

Title: _____

Phone: _____

CS

INITIALS

© 2019 AIR CRE. All Rights Reserved.

SBMT-8.02, Revised 01-09-2019

Executed At: _____

On: 7/27/2023

By Sublessee:

Santa Rosa Elementary School District and Santa Rosa High School District (collectively referred to herein as "Santa Rosa City Schools") DocuSigned by:

Lisa Cavin

By: _____
4DCF486643D84F8...

Name Printed: Lisa Cavin

LC

INITIALS

Last Edited: 7/25/2023 12:09 PM

Fax: _____
Email: _____

By: _____
Name Printed: _____

Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

Title: Associate Superintendent
Business Services

Phone: 707-890-3800 ext. 80205

Fax: _____
Email: lcavin@srcs.k12.ca.us

By: _____
Name Printed: _____

Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 211 Ridgway Avenue
Santa Rosa, CA 95401

Federal ID No.: _____

BROKER

Keegan & Coppin Company, Inc / Voit Real Estate Services

Attn: Shawn Johnson / Steve Lane
Title: Managing Partner/SIOR / Vice President/Partner

Address: _____
Phone: _____
Fax: _____

Email: SJohnson@keegancoppin.com

Federal ID No.: _____
Broker/AGENT DRE License #: 00531022 / 01991785

BROKER

Keegan & Coppin Company, Inc.

Attn: Dave Peterson
Title: Senior Partner

Address: 1355 N Dutton Ave Suite 100 Santa Rosa, CA 95401
Phone: 707-528-1400
Fax: 707-524-1419

Email: DPeterson@keegancoppin.com

Federal ID No.: _____
Broker/AGENT DRE License #: 00531022

Consent to the above Sublease is hereby given.

Executed At: _____
Executed On: _____

By Master Lessor:
SR Stony Point DE LLC, a Delaware limited liability company

By: _____
Name Printed: Matthew T White

Title: Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____

Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

DS
CS

INITIALS

Executed At: _____
Executed On: _____

By Guarantor:

By: _____
Name Printed: _____

Title: _____
Address: _____

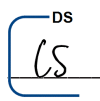
By: _____
Name Printed: _____

Title: _____
Address: _____

DS
U

INITIALS

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com
NOTICE: No part of these works may be reproduced in any form without permission in writing.



INITIALS

© 2019 AIR CRE. All Rights Reserved.

SBMT-8.02, Revised 01-09-2019



INITIALS

Last Edited: 7/25/2023 12:09 PM

Page 7 of 7

STANDARD SUBLEASE CONDITIONS ADDENDUM

To Sublease dated August 1, 2023 by and between
Sublessor BPM LLP, a limited liability partnership and Sublessee Santa Rosa Elementary School District and Santa Rosa High School District (collectively referred to herein as "Santa Rosa City Schools") hereinafter

14. Tenant Improvement Scope:

The sublessor shall deliver the Premises in its AS-IS condition.

If Sublessee installs any tenant improvements, he shall have the same responsibility as indicated in the master lease and subject to Sublessor's approval. Sublessee shall indemnify and hold harmless Sublessor for all claims of employees, invitees, materialmen, supplier arising out of said installation.

15. Financial Information

Sublessor waives this review.

16. Furniture:

Sublessee and Sublessor to approve a furniture list which will become the property of Sublessee and will remain in the premises. Upon termination of the lease the Sublessor will have the right to reclaim any or all the furniture back that was left for the Sublessee as part of this sublease. The sublessor makes no warranty as to the condition of any kept furniture.

17. Permits

Sublessee will obtain a use permit and a wastewater discharge permit if required from the appropriate municipality prior to execution of the sublease. Sublessee shall have the responsibility to maintain any use permits and to comply with all terms and conditions of said use permits during the term of this Sublease.

18. Hazardous Waste

"If Sublessee uses, stores, or becomes aware of any hazardous waste or substances as listed by Proposition 65, he will advise Sublessor within three (3) days of such existence and either obtain approval from Sublessor and the appropriate governing agencies within forty five (45) days from notice or remove and clean up said hazardous waste to standards required by the Sublessor and the appropriate governing agencies within forty five (45) days from notice."

"If Sublessee, his invitees, employees, agents or associates cause or allow a spill, or contamination of the premises, common area, soil or surrounding area, then it will be the responsibility of Sublessee to clean up said hazard to the degree required and within the time frame set by any public entity which has jurisdiction and particularly in response to the Super Fund Act and Proposition 65."

Sublessor is responsible for any hazardous waste violations, occurrences or clean-up required prior to sublease commencement or caused by Sublessor or other tenants during the sublease term without reimbursement from Sublessee.

19. Option to Terminate:

Sublessee shall have the Option to Terminate the Sublease effective on or at any time after January 1, 2026 by providing Sublessor with written notice not less than NINE (9) months prior to the effective Termination Date. If Sublessee exercises this option, Sublessee shall reimburse Sublessor on the effective date of termination for any unamortized free rent, tenant improvements and leasing commissions. For the purposes of calculating the termination payment, all free rent, tenant improvements and commissions shall be amortized over the entire initial sublease term at 0% interest.

^{DS}
CS UC

20. Liability Insurance:

Sublessee will provide written proof of liability insurance coverage in accordance with the Master Lease to Sublessor and Master Lessor prior to occupying or using the leased premises.

21. Operating Expenses:

Effective on the Commencement Date of this Sublease, and throughout the term thereof, Sublessor agrees to pay its share of Operating Expenses, Increased Operating Expenses, Real property Taxes, Tenant's Percentage Share, Additional Rent, Operating Expense Rent (all as defined in the Master Lease), and any additional rent charges or assessments charged to the Sublessor in accordance with the Master Lease and Amendments thereto and Sublessee will have no responsibility pay these additional costs. For clarity and the avoidance of doubt, Sublessor also agrees to pay its share of Common Area Operating Expenses as defined in this Sublease and Sublessee will have no responsibility to pay these additional costs. Sublessee shall only be obligated to pay the Base Rent amount specified in this Sublease each year.

22. Signage:

Sublessor agrees to allow the Sublessee to use Sublessor's existing sign placements in the project.

23. Early Possession:

The sublessee will be granted early access August 1, 2023, for the purposes of setting up phones and internet provided such access doesn't interfere with the Sublessor's process to vacate.

Agreed by:	Sublessee:	<small>DocuSigned by:</small> <i>Lisa Carvin</i> <small>4DCF486643D84F8...</small>	Date: <u>7/27/2023</u>
Agreed by:	Sublessor:	<small>DocuSigned by:</small> <i>Carl Sorboro</i> <small>D4DFE5594531475...</small>	Date: <u>7/27/2023</u>



RENT ADJUSTMENT(S)
STANDARD LEASE ADDENDUM

Dated: August 1, 2023

By and Between

Lessor: BPM LLP, a California Limited Liability Partnership

Lessee: Santa Rosa Elementary School District and Santa Rosa High School District (collectively referred to herein as "Santa Rosa City Schools") hereinafter

Property Address: 110 Stony Point Road Suite 210 Santa Rosa, CA 95401
(street address, city, state, zip)

Paragraph: 24

A. RENT ADJUSTMENTS:

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below:
(Check Method(s) to be Used and Fill in Appropriately)

I. Cost of Living Adjustment(s) (COLA)

a. On (Fill in COLA Dates): the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): CPI W (Urban Wage Earners and Clerical Workers) or CPI U (All Urban Consumers), for (Fill in Urban Area): All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or (Fill in Other "Base Month"): . The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the Base Rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

II. Market Rental Value Adjustment(s) (MRV)

a. On (Fill in MRV Adjustment Date(s): the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party appraiser or broker ("Consultant" - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e., the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but not be limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

Handwritten initials 'CS' in a box

INITIALS

Handwritten initials 'LL' in a box

INITIALS

3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

- 1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and
- 2) the first month of each Market Rental Value term shall become the new 'Base Month' for the purpose of calculating any further Adjustments.

III. Fixed Rental Adjustment(s) (FRA)

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):

August 1, 2024

August 1, 2025

August 1, 2026

The New Base Rent shall be:

\$27,309.42

\$28,128.70

\$28,972.56

**AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com
NOTICE: No part of these works may be reproduced in any form without permission in writing.**

DS
CS

INITIALS

© 2017 AIR CRE. All Rights Reserved.

RA-7.02, Revised 01-01-2019

DS
U

INITIALS

Last Edited: 7/25/2023 9:42 AM

Page 2 of 2

STANDARD SUBLEASE DISCLOSURE ADDENDUM

Certified Access Specialist Disclosure

Pursuant to California Civil Code Section 1938 the subject property has ___ has not been inspected by a "Certified Access Specialist". If subject property has been inspected, the property ___ has ___ has not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53.

SECTION 1. Section 1938 of the Civil Code is amended to read: 1938. (a) A commercial property owner or lessor shall state on every lease form or rental agreement executed on or after January 1, 2017, whether or not the subject premises have undergone inspection by a Certified Access Specialist (CASp).

(b) If the subject premises have undergone inspection by a CASp and, to the best of the commercial property owner's or lessor's knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and the date of the lease or rental agreement which have impacted the subject premises' compliance with construction-related accessibility standards, the commercial property owner or lessor shall provide, prior to execution of the lease or rental agreement, a copy of any report prepared by the CASp with an agreement from the prospective lessee or tenant that information in the report shall remain confidential, except as necessary for the tenant to complete repairs and corrections of violations of construction-related accessibility standards that the lessee or tenant agrees to make.

(c) Making any repairs or modifications necessary to correct violations of construction-related accessibility standards that are noted in a CASp report is presumed to be the responsibility of the commercial property owner or lessor, unless otherwise mutually agreed upon by the commercial property owner or lessor and the lessee or tenant. The prospective lessee or tenant shall have the opportunity to review any CASp report prior to execution of the lease or rental agreement. If the report is not provided to the prospective lessee or tenant as least 48 hours prior to execution of the lease or rental agreement, the prospective lessee or tenant shall have the right to rescind the lease or rental agreement, based upon the information contained in the report, for 72 hours after execution of the agreement.

(d) If the subject premises have been issued an inspection report by a CASp, as described in paragraph (1) of subdivision (a) of Section 55.53, indicating that it meets applicable standards, as defined in paragraph (4) of subdivision (a) of section 55.52, the commercial property owner or lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the lessee or tenant not already provided pursuant to subdivision (b) within seven days of the date of the execution of the lease or rental agreement.

(e) If the subject premises have not been issued a disability access inspection certificate, as described in subdivision (e) of Section 55.53, the commercial property owner or lessor shall state the following on the lease form or rental agreement:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all 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 matter 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."

SEC 2. This act is an urgency statute necessary to the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to increase compliance with accessibility standards for the benefit of the public, especially disabled consumers who may experience unjust discomfort, difficulty, or embarrassment when public places or businesses are not compliant with accessibility standards required by law and to improve the ability of business to correct accessibility violations, provide clarity to property owners and tenants regarding responsibility for correcting accessibility violations and increase awareness of state programs to inspect properties for accessibility violations, it is necessary that this act go into effect immediately.

Notice to Owners, Buyers and Tenants Regarding Hazardous Wastes or Substances and Underground Storage Tanks:

Comprehensive federal and state laws and regulations have been enacted in the last few years in an effort to develop controls over the use, storage, handling, cleanup, removal and disposal of hazardous wastes or substances. Some of these laws and regulations, such as, for example, the so-called "Super Fund Act", provide for broad liability schemes wherein an owner, tenant or other user of the property may be liable for cleanup costs and damages regardless of fault. Other laws and regulations set standards for the handling of asbestos or establish requirements for the use, modification, abandonment, or closing of underground storage tanks.

It is not practical or possible to list all such laws and regulations in this Notice. Therefore, Sublessors and Sublessees are urged to consult legal counsel to determine their respective rights and liabilities with respect to the issues described in this Notice as well as other aspects of the proposed transaction. If various materials that have been or may be in the future determined to be toxic, hazardous or undesirable, or are going to be used, stored, handled or disposed of on the property, or if the property has or may have underground storage tanks for storage of such hazardous materials, or that such materials may be in the equipment, improvements or soil, it is essential that legal and technical advice be obtained to determine, among other things, what permits and approvals have been or may be required, if any, the estimated costs and expenses associated with the use, storage, handling, cleanup, removal or disposal of the hazardous wastes or substances and what contractual provisions and protection are necessary or desirable. It may also be important to obtain expert assistance for site investigations and building inspections. The past uses of the property may provide valuable information as to the likelihood of hazardous wastes or substances, or underground storage tanks being on the property.

The term "hazardous wastes or substances" is used in this Notice in its very broadest sense and includes, but is not limited to, all those listed under Proposition 65, petroleum base products, paints and solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property. This Notice is, therefore, meant to apply to any transaction involving any type of real property, whether improved or unimproved.

Although Keegan & Coppin Co., Inc. or its salespeople, will disclose any knowledge it actually possesses with respect to the existence of hazardous wastes or substances, or underground storage tanks on the property, Keegan & Coppin Co., Inc. has not made investigations or obtained reports regarding the subject matter of this Notice, except as may be described in a separate written document, studies or investigation by experts. Therefore, unless there are additional documents or studies attached to this notice, lease or contract, this will serve as notification that Keegan & Coppin Co., Inc. or its salespeople make no representation regarding the existence or non-existence of hazardous wastes or substances, or underground storage tanks on the property. You should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.

Americans with Disabilities Act (ADA): On July 26, 1991, President Bush signed the federal legislation known as the Americans with Disabilities Act (ADA) into law. The purpose of the ADA is to integrate persons with disabilities into the economic and social mainstream of American life. Title III of the ADA applies to Sublessors and Sublessees of "places of public accommodation" and "commercial facilities", and requires that places of public accommodation undertake "readily achievable" removal of communication and access barriers to the disabled. This requirement of Title III of the ADA is effective January 26, 1992.

It is important that building owners identify and undertake "readily achievable" removal of any such barriers in the common areas, sidewalks, parking lots and other areas of the building under their control.

The Sublessor and Sublessee are responsible for compliance with ADA relating to removal of barriers within the workplace i.e., arrangement of interior furnishings and access within the premises, and any improvements installed by Sublessor and Sublessee.

Keegan & Coppin Company, Inc. recommends that both parties seek expert advice regarding the implications of the Act as it affects this agreement.

Natural Hazards Disclosure Act:

"The property which is the subject of this contract may be situated in a Special Study Zone as designated under the Natural Hazards Disclosure Act, inclusive, of the California Public Resources Code; and, as such, the construction or development on this property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered in the State of California, unless such report is waived by the City or County under the terms of that act. No representations on the subject are made by the Sublessor or agent, and the Sublessee should make his own inquiry or investigation".

Flood Hazard Area Disclosure:

The subject property may be situated in a "Special Flood Hazard Area" as set forth on a Federal Emergency Management Agency (FEMA) "Flood Insurance Rate Map" (FIRM) or "Flood Hazard Boundary Map" (FHBM). The law provides that, as a condition of obtaining financing on most structures located in a "Special Floods Hazard Area", lender requires flood insurance where the property or its attachments are security for a loan. Sublessee should consult with experts concerning the possible risk of flooding.

Toxic Mold Disclosure (Pursuant to the Toxic Mold Protection Act of 2001):

The Toxic Mold Protection Act of 2001 requires any person who sells, transfers or rents residential, commercial or industrial property to disclose if they have ACTUAL KNOWLEDGE of a mold condition on the property. The law also requires the California Department of Health Services to identify tolerable exposure limits and develop guidelines for toxic mold identification and remediation. Property owners will be required to provide a more detailed disclosure on toxic mold once the Department of Health Services develops and adopts standards for identifying, measuring and remediating toxic mold.

The Toxic Mold Protection Act of 2001 does NOT require that a property owner have their property tested for toxic mold. It also does NOT require that an agent investigate a property for toxic mold. Property owners only need to disclose any ACTUAL KNOWLEDGE of a mold condition on their property until the above mentioned guidelines are developed and approved. This disclosure can be made on the Real Estate Transfer Disclosure Statement (TDS 11) Form. A chapter-discussing Mold has also been added to the Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants booklet that must be provided to a buyer or tenant in the transaction. The chapter contains descriptions of mold, symptoms of mold exposure, and information on testing and cleanup procedures. The chapter also lists other publications available that discuss mold and indoor air quality. For local assistance, contact your county or city Department of Health, Housing, or Environmental Health.

Explanation of Mold Conditions on Property: (to be completed by Transfer or if they have ACTUAL KNOWLEDGE of a mold condition on the property.)

Acknowledgment:

Sublessee: DocuSigned by:
Lisa Carvin
4DCF486643D84F8...

Date: 7/27/2023

Sublessor: DocuSigned by:
Carl Sorboro
D4DFE6694631478...

Date: 7/27/2023

SUBLEASING DISCLOSURE AND CONFIRMATION REGARDING REAL ESTATE AGENCY RELATIONSHIP

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SUBLESSOR'S AGENT

A Sublessor's agent under a listing agreement with the Sublessor acts as the agent for the Sublessor. A Sublessor's agent or a subagent of that agent has the following affirmative obligations:

- To the Sublessor: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealing with the Sublessor.
- To the Sublessee and the Sublessor: (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

SUBLEESSEE'S AGENT

A Sublessee's agent can, with a Sublessee's consent, agree to act as agent for the Sublessee only. In these situations, the agent is not the Sublessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Sublessor. An agent acting only for a Sublessee has the following affirmative obligations.

- To the Sublessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Sublessee.
- To the Sublessee and the Sublessor: (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SUBLESSOR AND SUBLESSEE

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Sublessor and the Sublessee in a transaction, but only with the knowledge and consent of both the Sublessor and the Sublessee.

In a dual agency situation, the agent has the following affirmative obligations to both the Sublessor and the Sublessee.

- (a) A fiduciary duty of utmost care, integrity, honest and loyalty in the dealings with either Sublessor or Sublessee.
- (b) Other duties to the Sublessor and the Sublessee as stated above in their respective sections.

In representing both Sublessor and Sublessee, the agent may not, without the express permission of the respective party, disclose to the other party that the Sublessor will accept a rent less than the listed rent or that the Sublessee will pay a rent greater than the rent offered.

The above duties of the agent in a real estate transaction do not relieve a Sublessor or Sublessee from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive of the Civil Code set forth on the reverse hereof. Read it carefully.

We acknowledge receipt of this disclosure form on 7/27/2023 at 11:27 AM by:

Sublessor Carl Sorboro Date 7/27/2023
D4DFE5594531475...

Sublessor _____ Date _____

Agent _____ Date _____

DocuSigned by: _____ Date 7/27/2023

Sublessee Lisa Cavin Date _____
4DCF486643D84F8...

Sublessee _____ Date _____

Agent Dave Peterson Date 7/27/2023
5395ACCCABB840D...

CONFIRMATION OF AGENCY

We authorize the following agency:
Voit Real Estate Services is the agent of: (Check one)
 (Name of Sublessor's Agent)
 The Sublessor exclusively; or
 Both the Sublessee and Sublessor

Keegan & Coppin Company Inc is the agent of: (Check one)
 (Name of Sublessee's Agent if not the same as Sublessor's Agent)
 The Sublessee exclusively; or
 The Sublessor exclusively; or
 Both the Sublessee and Sublessor

CONFIRMED AND AUTHORIZED:

Sublessor Carl Sorboro Date 7/27/2023
D4DFE5594531475...

Sublessor _____ Date _____

Agent for Sublessor Steve Lane
 Lic. # 00858147

CONFIRMED AND AUTHORIZED:

Sublessee Lisa Cavin Date 7/27/2023
4DCF486643D84F8...

Sublessee _____ Date _____

Agent for Sublessee Dave Peterson
 Lic. # 01280039

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate license" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee.
- The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When as associate licensee owes a duty to any principal, or to transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29.
- (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller.
- (k) "real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business of Professions Code.
- (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (m) "Sell," "sale" or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of leasehold exceeding one year's duration.
- (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property or which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5(commencing with Section 2349) of Chapter 1 of title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure from specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller as his or her last known address, in which case no signed acknowledgement of this receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement or receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for the agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

(b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

<p>_____ is the agent of (Name of Listing Agent) (Check one) <input type="checkbox"/> the seller exclusively; or <input type="checkbox"/> both the buyer and seller.</p>	<p>_____ is the agent of (Name of Selling Agent if not the same as the Listing Agent) (Check one) <input type="checkbox"/> the buyer exclusively; or <input type="checkbox"/> the seller exclusively; or <input type="checkbox"/> both the buyer and seller.</p>
--	--

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to buyer that the seller is willing to sell the property as a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty of responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

(b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

SUBLEASING DISCLOSURE AND CONFIRMATION REGARDING REAL ESTATE AGENCY RELATIONSHIP

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SUBLESSOR'S AGENT

A Sublessor's agent under a listing agreement with the Sublessor acts as the agent for the Sublessor. A Sublessor's agent or a subagent of that agent has the following affirmative obligations:

- To the Sublessor: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealing with the Sublessor.
- To the Sublessee and the Sublessor: (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

SUBLEESSEE'S AGENT

A Sublessee's agent can, with a Sublessee's consent, agree to act as agent for the Sublessee only. In these situations, the agent is not the Sublessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Sublessor. An agent acting only for a Sublessee has the following affirmative obligations.

- To the Sublessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Sublessee.
- To the Sublessee and the Sublessor: (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SUBLESSOR AND SUBLESSEE

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Sublessor and the Sublessee in a transaction, but only with the knowledge and consent of both the Sublessor and the Sublessee.

In a dual agency situation, the agent has the following affirmative obligations to both the Sublessor and the Sublessee.

- (a) A fiduciary duty of utmost care, integrity, honest and loyalty in the dealings with either Sublessor or Sublessee.
- (b) Other duties to the Sublessor and the Sublessee as stated above in their respective sections.

In representing both Sublessor and Sublessee, the agent may not, without the express permission of the respective party, disclose to the other party that the Sublessor will accept a rent less than the listed rent or that the Sublessee will pay a rent greater than the rent offered.

The above duties of the agent in a real estate transaction do not relieve a Sublessor or Sublessee from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive of the Civil Code set forth on the reverse hereof. Read it carefully.

We acknowledge receipt of a copy of this disclosure:

Sublessor _____ Date _____

Sublessor _____ Date _____

Agent _____ Date _____

DocuSigned by:
 Sublessee Lisa Cavin Date 7/27/2023
 4DCF486643D84F8...

DocuSigned by:
 Sublessee Dave Peterson Date 7/27/2023
 5395ACCCABB840D...

CONFIRMATION OF AGENCY

We authorize the following agency:

Keegan & Coppin Company, Inc. is the agent of: (Check one)
 (Name of Sublessor's Agent)
 _____ The Sublessor exclusively; or
 Both the Sublessee and Sublessor

Keegan & Coppin Company Inc is the agent of: (Check one)
 (Name of Sublessee's Agent if not the same as Sublessor's Agent)
 _____ The Sublessee exclusively; or
 _____ The Sublessor exclusively; or
 Both the Sublessee and Sublessor

CONFIRMED AND AUTHORIZED:

Sublessor _____ Date _____

Sublessor _____ Date _____

Agent for Sublessor Shawn Johnson
 Lic. # 00835502

CONFIRMED AND AUTHORIZED:

DocuSigned by:
 Sublessee Lisa Cavin Date 7/27/2023
 4DCF486643D84F8...

Sublessee _____ Date _____

Sublessee _____ Date _____

Agent for Sublessee Dave Peterson
 Lic. # 01280039

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with section 2295) in a real property transaction, and includes a person who is licensed as a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate license" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee.
- The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When as associate licensee owes a duty to any principal, or to transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29.
- (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller.
- (k) "real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business of Professions Code.
- (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (m) "Sell," "sale" or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of leasehold exceeding one year's duration.
- (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property or which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5(commencing with Section 2349) of Chapter 1 of title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure from specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller as his or her last known address, in which case no signed acknowledgement of this receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement or receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for the agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

- 2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

<p>_____ is the agent of (Name of Listing Agent) (Check one) <input type="checkbox"/> the seller exclusively; or <input type="checkbox"/> both the buyer and seller.</p>	<p>_____ is the agent of (Name of Selling Agent if not the same as the Listing Agent) (Check one) <input type="checkbox"/> the buyer exclusively; or <input type="checkbox"/> the seller exclusively; or <input type="checkbox"/> both the buyer and seller.</p>
--	--

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to buyer that the seller is willing to sell the property as a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty of responsibility of a dual agent to any principal with respect to confidential information other than price.

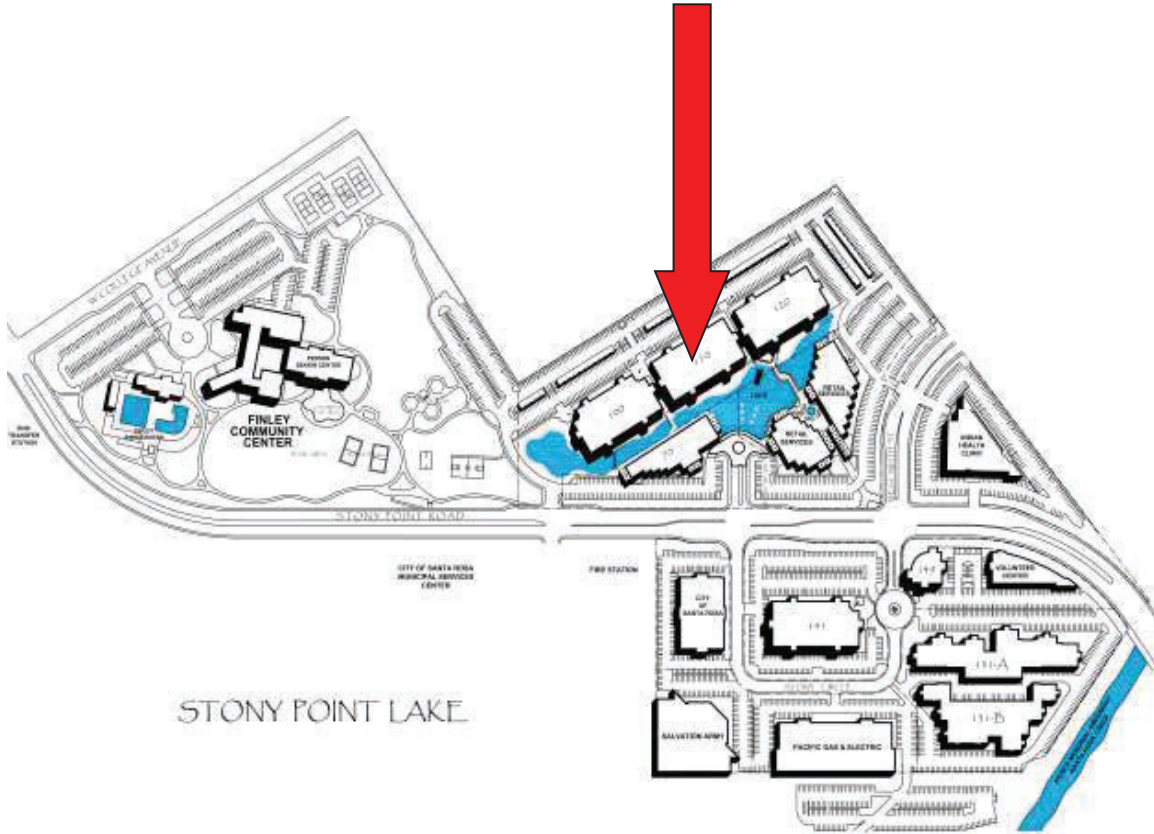
2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

- 2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.
- (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

EXHIBIT A

110 Stony Point Road Santa Rosa, CA 95401



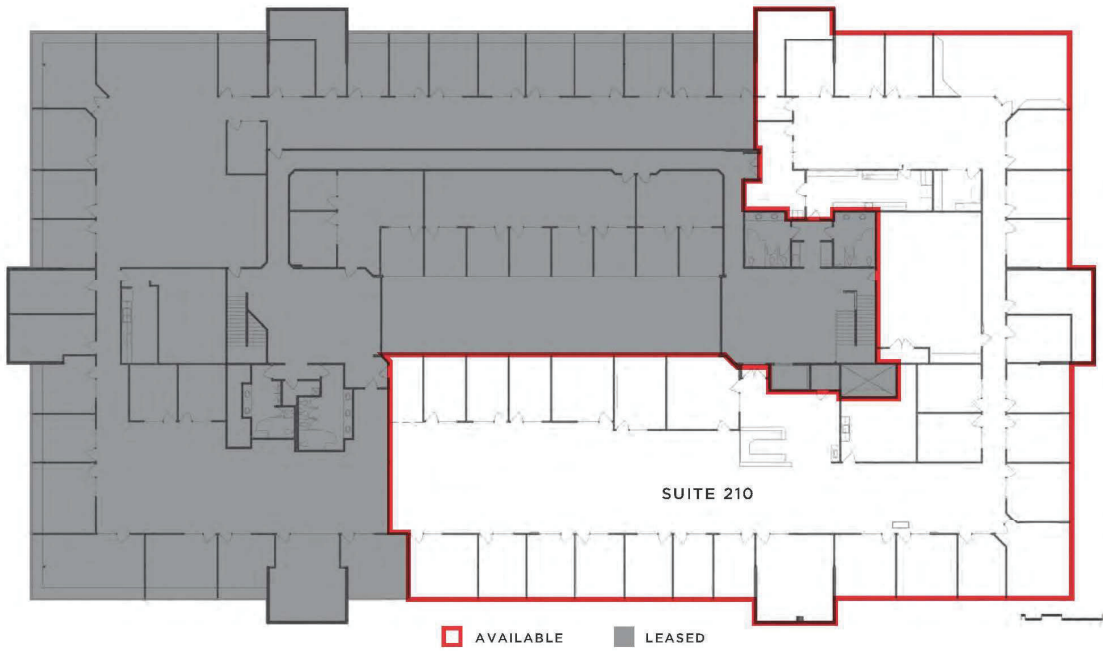
Initials: CS

Initials: UC

EXHIBIT B

110 Stony Point Road Santa Rosa, CA 95401

Suite 210



Initials: CS

Initials: U

**STONY POINT LAKE
FULL SERVICE LEASE
BASIC LEASE INFORMATION**

DATE: _____, 2023

LANDLORD: SR STONY POINT DE LLC,
a Delaware limited liability company

LANDLORD’S ADDRESS: c/o Basin Street Properties
316 California Ave, #350
Reno, NV 89509
Attn: Scott W. Stranzl
Phone: (775) 954-2900
Email: Scott@basin-street.com

TENANT: SANTA ROSA ELEMENTARY SCHOOL
DISTRICT and SANTA ROSA HIGH SCHOOL
DISTRICT (collectively, SANTA ROSA CITY
SCHOOLS)

TENANT’S ADDRESS:

a. Before Commencement Date: 211 Ridgeway Avenue
Santa Rosa, CA 95401
Phone: (707) 890 - 3800
Attn: Lisa Cavin
Email: Lcavin@srcs.k12.ca.us

b. After Commencement Date: At the Premises
Attn: Lisa Cavin
Email: Lcavin@srcs.k12.ca.us

PREMISES: Suites 105 and 225, consisting of an approximate
total of Eighteen Thousand, Two Hundred Eighteen
(18,218) rentable square feet of space in the
Building, as more particularly shown on Exhibit A-
1 attached hereto.

BUILDING: That certain office building located within the
Project, commonly known as 110 Stony Point Road
and consisting of approximately Sixty-Six
Thousand, Nine Hundred Twenty-One (66,921)
rentable square feet of space.

PROJECT: Those certain four (4) buildings consisting of
approximately Two Hundred Nineteen Thousand,
Three Hundred Eighty-Two (219,382) rentable
square feet of space located at 70, 100, 110, 120
Stony Point Road in Santa Rosa, California within
the project commonly known as “Stony Point
Lake”.

TERM:

a. Commencement Date See Section 3.1.

b. Estimated Commencement Date August 1, 2023 for Suite 225; March 1, 2024 for
Suite 105.

c. Expiration Date July 31, 2027

BASE RENT: The amounts set forth below for the respective periods:

SUITE 225

<u>Applicable Period</u>	<u>Pay on S.F.</u>	<u>Monthly Rent</u>
8/1/2023 – 9/30/2023	1,896	\$0.00
10/1/2023 – 7/31/2024	1,896	\$3,355.92
8/1/2024 – 7/31/2025	1,896	\$3,523.72
8/1/2025 – 7/31/2026	1,896	\$3,699.90
8/1/2026 – 7/31/2027	1,896	\$3,884.90

SUITE 105

<u>Applicable Period</u>	<u>Pay on S.F.</u>	<u>Monthly Rent</u>
Initial two (2) months	16,322	\$0.00
Expiration of initial 2-month period – 7/31/2024	16,322	\$28,889.94
8/1/2024 – 7/31/2025	16,322	\$30,334.44
8/1/2025 – 7/31/2026	16,322	\$31,851.16
8/1/2026 – 7/31/2027	16,322	\$33,443.72

SECURITY DEPOSIT:

Intentionally Deleted.

PERMITTED USE:

Subject to Section 25, for use school administrative offices and for no other use or purpose.

PARKING SPACES:

Tenant shall have the right to use four (4) parking spaces per 1,000 square feet leased on a non-exclusive basis in the parking areas shown on Exhibit A-2.

REAL ESTATE BROKERS:

a. Landlord's Broker:

Shawn Johnson & Brian Keegan
Keegan & Coppin
1355 N Dutton Ave.
Santa Rosa, CA 95401

b. Tenant's Broker:

Dave Peterson
Keegan & Coppin
1355 N Dutton Ave.
Santa Rosa, CA 95401

GUARANTOR:

N/A

Name:

Address:

EXHIBITS

Addendum

Exhibit A-1: Diagram of Premises

Exhibit A-2: Diagram of Project

Exhibit B: Intentionally Deleted

Exhibit C: Commencement Date
Memorandum

Exhibit D: Rules and Regulations

Exhibit E: Construction Standards

Exhibit F: Payment Instructions

**STONY POINT LAKE
FULL SERVICE LEASE**

THIS STONY POINT LAKE FULL SERVICE LEASE (this “**Lease**”) dated as of _____, 2023, is entered into by and between SR STONY POINT DE LLC, a Delaware limited liability company (“**Landlord**”), and SANTA ROSA ELEMENTARY SCHOOL DISTRICT and SANTA ROSA HIGH SCHOOL DISTRICT (collectively, “**Tenant**”).

1. Definitions. The following terms shall have the meanings set forth below:

1.1. Building. The term “**Building**” shall have the meaning set forth in the Basic Lease Information.

1.2. Commencement Date. The term “**Commencement Date**” shall have the meaning set forth in Section 3.1.

1.3. Common Areas. The term “**Common Areas**” shall mean the areas and facilities within the Building or Project provided and designated by Landlord for the general use, convenience or benefit of Tenant and other tenants and occupants of the Building or Project, as applicable (e.g., common stairwells, stairways, hallways, shafts, elevators, restrooms, janitorial telephone and electrical closets, pipes, ducts, conduits, wires and appurtenant fixtures servicing the Building, and Project walkways, traffic aisles, accessways, utilities and communications conduits and facilities). The term “**Common Areas**” shall exclude all of the outside walls of the Premises and any space in the Premises used for shafts, stacks, pipes, conduits, ducts, electrical equipment or other utilities or Building or Project facilities that are reserved solely to Landlord and Landlord shall have rights of access through the Premises for the purpose of operating, maintaining and repairing the same.

1.4. Premises. The term “**Premises**” shall have the meaning set forth in the Basic Lease Information.

1.5. Project. The term “**Project**” shall have the meaning set forth in the Basic Lease Information.

1.6. Rentable Area. The term “**Rentable Area**” shall mean the rentable area of the Premises, Building and Project as reasonably determined by Landlord. The parties agree that for all purposes under this Lease, the Rentable Area of the Premises, Building and Project shall be deemed to be the number of rentable square feet identified in the Basic Lease Information, subject to remeasurement by Landlord’s architect from time to time.

1.7. Term. The term “**Term**” shall mean that period commencing on the Commencement Date and ending on Expiration Date, unless sooner terminated or expiring in accordance with this Lease, and subject to extension upon written agreement by the parties.

2. Premises.

2.1. Demise. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term, at the rent and upon the conditions set forth below. Tenant’s lease of the Premises shall include the right to use, in common with others and subject to the other provisions of this Lease, the Common Areas.

2.2. Condition Upon Delivery. Tenant acknowledges that it has had an opportunity to thoroughly inspect the Premises and, subject to Landlord’s obligations under Section 9.2, Tenant accepts the Premises in its existing “as is” condition, with all faults and defects and without any representation or warranty of any kind, express or implied, Landlord shall have no obligation to make or pay for any improvements or renovations in or to the Premises or to otherwise prepare the Premises for Tenant’s occupancy.

2.3. Reserved Rights. Landlord reserves the right to do the following from time to time:

(a) Changes. To install, use, maintain, repair, replace and relocate pipes, ducts, shafts, conduits, wires, appurtenant meters and mechanical, electrical and plumbing equipment and appurtenant facilities for service to other parts of the Building or Project above the ceiling surfaces, below the floor surfaces and within the walls of the Premises and in the central core areas of the Building and in the Building Common Areas, and to install, use, maintain, repair, replace and relocate any pipes, ducts, shafts, conduits, wires, appurtenant meters and mechanical, electrical and plumbing equipment and appurtenant facilities servicing the Premises, which are located either in the Premises or elsewhere outside of the Premises;

(b) Boundary Changes. To change the boundary lines of or within the Project;

(c) Facility Changes. To alter or relocate the Common Areas or any facility within the Project;

(d) Parking. To designate and/or redesignate specific parking spaces in the Project for the exclusive or non-exclusive use of specific tenants in the Project;

(e) Services. To install, use, maintain, repair, replace, restore or relocate public or private facilities for communications and utilities on or under the Building and/or Project; and

(f) Other. To perform such other acts and make such other changes in, to or with respect to the Common Areas, Building and/or Project as Landlord may reasonably deem appropriate.

3. Term.

3.1. Commencement Date. The Term shall be for the period of time specified in the Basic Lease Information unless sooner terminated as hereinafter provided. The Term of the Lease shall commence on the date that Landlord delivers Suite 225 to Tenant in its existing as-is condition (the "**Commencement Date**"), which is estimated to be August 1, 2023; provided that the Lease shall not commence with respect to Suite 105 until the date that Landlord delivers Suite 105 to Tenant in its then-existing "as-is" condition, which date is estimated to be March 1, 2024, and shall continue thereafter in full force and effect for the period specified as the Term or until this Lease is terminated as otherwise provided herein. Tenant shall not be permitted to take occupancy of Suite 225 until Tenant has paid the first month's Base Rent as required by Section 4.2 and has provided Landlord with proper evidence of insurance as required by Section 11.7. Landlord shall endeavor to provide Tenant with sixty (60) days' prior notice of the delivery of Suite 105 to Tenant. Landlord's lease with the existing tenant of Suite 105 is scheduled to expire on February 29, 2024. Landlord is in negotiations to relocate the existing Tenant on terms acceptable to Landlord in its sole and absolute discretion with the goal of delivering Suite 105 to Tenant prior to March 1, 2024. In any event, Landlord shall (a) deliver Suite 105 to Tenant promptly following the existing tenant's peaceful vacation and surrender of Suite 105 to Landlord, and (b) if the existing tenant of Suite 105 holds over beyond the expiration of its lease, Landlord shall take commercially reasonable measures to enforce its lease, including initiating an unlawful detainer action and prosecuting the same to completion if necessary. For purposes of this Lease, the first "**Lease Year**" shall mean the period commencing on the Commencement Date and ending twelve (12) months thereafter, except that if the Commencement Date is other than the first day of a calendar month, the first Lease Year shall mean the period commencing on the Commencement Date and ending on the last day of the twelfth (12th) full calendar month after the Commencement Date. Thereafter, the term "**Lease Year**" shall mean a period equal to twelve (12) full calendar months.

3.2. Delay in Delivery. If for any reason Landlord has not delivered to Tenant possession of Suite 225 or Suite 105 by the applicable Estimated Commencement Date, this Lease shall remain in effect and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom. The Commencement Date with respect to Suite 225 and Suite 105, as applicable, however, shall be delayed until the date Landlord delivers possession of the applicable suite to Tenant in the condition required by this Lease. Notwithstanding the foregoing, if such delivery is delayed more than ninety (90) days beyond the applicable Estimated Commencement Date for any reason, then Tenant shall have the right to terminate this

Lease in its entirety if such failure to deliver is made with respect to Suite 225, and shall have the right to terminate this Lease as to Suite 105 only if such failure to deliver is made with respect to Suite 105. Notice of termination must be given, in either instance, prior to delivery of Suite 225 or Suite 105, as applicable.

3.3. Commencement Date Memorandum. Following the date on which Landlord delivers possession of the Premises to Tenant and the Commencement Date, Landlord may prepare and deliver to Tenant a commencement date memorandum (the “**Commencement Date Memorandum**”) in the form of Exhibit C, attached hereto, relating to the commencement of the Lease as to Suites 225 and 105, when each is delivered to Tenant, subject to such changes in the form as may be required to insure the accuracy thereof. The Commencement Date Memorandum shall certify the date on which Landlord delivered possession of the Premises to Tenant and the dates upon which the Term commences and expires. Tenant’s failure to execute and deliver to Landlord the Commencement Date Memorandum within five (5) business days after Tenant’s receipt of the Commencement Date Memorandum shall be conclusive upon Tenant as to the matters set forth in the Commencement Date Memorandum.

4. Rent.

4.1. Base Rent. Commencing as of the Commencement Date, and continuing thereafter on or before the first day of each calendar month during the Term hereof, Tenant shall pay to Landlord, as monthly rent for the Premises, the monthly Base Rent specified in the Basic Lease Information above. If Tenant’s obligation to pay Base Rent hereunder commences on a day other than the first day of a calendar month, or if the term of this Lease terminates on a day other than the last day of a calendar month, then the Base Rent payable for such partial month shall be appropriately prorated on the basis of a thirty (30)-day month. Base Rent shall be paid in advance, on or before the first day of each and every calendar month following the Commencement Date.

4.2 First Month’s Rent. Notwithstanding the foregoing, Tenant shall pay to Landlord together with Tenant’s execution of this Lease an amount equal to monthly Base Rent payable for the first full calendar month of the Term (after any free rent or abated rent period). Such amount shall be credited to the first month’s Base Rent.

4.3 Additional Rent. Tenant shall pay, as additional rent, all amounts of money that Tenant is required to pay to Landlord under this Lease in addition to monthly Base Rent whether or not the same is designated “**additional rent.**” Tenant shall pay to Landlord all additional rent upon Landlord’s written request or otherwise as provided in this Lease.

4.4 Late Payment. Tenant acknowledges that late payment of Rent to Landlord will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any trust deed covering the Premises. Accordingly, if any installment of Rent or any other sums due from Tenant shall not be received by Landlord when due, Tenant shall pay to Landlord a late charge in an amount equal to five percent (5%) of such overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall not constitute a waiver of Tenant’s default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

4.5. Interest. In addition to the imposition of a late payment charge pursuant to Section 4.4 above, any Rent that is not paid when due shall bear interest from the date due until paid at the rate that is the lesser of twelve percent (12%) per annum (the “**Interest Rate**”) or the maximum rate permitted by law. Payment of interest shall not excuse or cure any default hereunder by Tenant.

4.6. Payment. All payments due from Tenant to Landlord hereunder shall be made to Landlord without deduction or offset, in lawful money of the United States of America. Unless otherwise directed by Landlord in writing, payments shall be made to Landlord by electronic funds transfer of immediately available federal funds in accordance with the payment instructions set forth on Exhibit F attached hereto (which may be changed from time to time by Landlord by written notice to Tenant) and shall be initiated by Tenant for settlement on or before

the applicable date due in each use; provided, however, that if the due date is not a business day, then settlement shall be made on the next succeeding business day.

4.7 Rent. For purposes of this Lease, the term “**Rent**” shall mean the Base Rent, all additional rent, including with respect to Taxes and Operating Expenses, and all of the other monetary obligations of Tenant under this Lease. No security or guaranty which may now or hereafter be furnished to Landlord for the payment of rent due hereunder or for the performance by Tenant of the other terms of this Lease shall in any way be a bar or defense to any of Landlord’s remedies under this Lease or at law.

5. Taxes.

5.1. Tenant’s Obligations. Except as provided in this Section 5 below, Tenant is not responsible for the payment of Taxes with respect to the Building or Project.

5.2. Definition of Taxes. The term “**Taxes**” shall include all transit charges, housing fund assessments, real estate taxes and all other taxes relating to the Premises, Building, and Project of every kind and nature whatsoever, including any supplemental real estate taxes attributable to any period during the Term; all taxes which may be levied in lieu of real estate taxes; and all assessments, assessment bonds, levies, fees, penalties (if a result of Tenant’s delinquency) and other governmental charges (including, but not limited to, charges for parking, traffic and any storm drainage/flood control facilities, studies and improvements, water and sewer service studies and improvements, and fire services studies and improvements); and all amounts necessary to be expended because of governmental orders, whether general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind and nature for public improvements, services, benefits or any other purpose, which are assessed, based upon the use or occupancy of the Premises, Building, and/or Project, or levied, confirmed, imposed or become a lien upon the Premises, Building, and/or Project, or become payable during the Term, and which are attributable to any period within the Term. The term “Taxes” shall include reasonable attorneys’ and professional fees, costs and disbursements incurred in connection with proceedings to contest, determine or reduce Taxes.

5.3. Taxes on Tenant Improvements and Additional Assessments. Notwithstanding any other provision hereof, (a) Tenant shall pay to Landlord the full amount of any increase in Taxes during the Term resulting from any and all Alterations and Tenant improvements of any kind whatsoever placed in, on or about or made to the Premises, Building or Project for the benefit of, at the request of, or by Tenant; and (b) if at any time during the Term under the laws of the United States Government or the State in which the Project is located, or any political subdivision thereof, a tax or excise on rent, gross receipts tax, or any other tax however described, is levied or assessed by any such political body against Landlord on account of Rent, or any portion thereof, Tenant shall pay one hundred percent (100%) of any said tax or excise attributable to this Lease.

6. Operating Expenses.

6.1 Obligation to Pay Operating Expenses. Except as otherwise provided in this Lease, Tenant is not responsible for the payment of Operating Expenses during the Term.

6.2 Definition of Operating Expenses. The term “**Operating Expenses**” shall include all expenses and costs of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, management, operation, repair and/or maintenance of the Building, Common Areas and/or Project, the surrounding property, and the supporting facilities, including, without limitation: (A) all maintenance, janitorial and security costs, (B) costs for all materials, supplies and equipment; (C) all costs of water, heat, gas power, electricity, refuse collection, parking lot sweeping, landscaping, and other utilities and services provided or allocated to the Building and the Common Areas; (D) all property management expenses, including, without limitation, all property management fees and all expense and cost reimbursements, (E) all costs of alterations or improvements to the Building or Common Areas made to achieve compliance with federal, state and local law including, without limitation, the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.), or to reduce Operating Expenses or improve the operating efficiency of the Building or the Project, all of which costs will be amortized over the useful life of such alteration or improvement as

reasonably determined by Landlord, together with interest upon the unamortized balance at the Interest Rate or such other higher rate as may have been paid by Landlord on funds borrowed for the purpose of making the alterations or improvements; (F) premiums for insurance maintained by Landlord pursuant to this Lease or with respect to the Building and the Project; (G) costs for repairs, replacements, uninsured damage or insurance deductibles and general maintenance of the Building, Common Areas and Project, but excluding any repairs or replacements paid for out of insurance proceeds or by other parties; (H) all costs incurred by Landlord for making any capital improvements or structural repairs to the Building or the Common Areas, which costs will be amortized over the useful life of such improvement, repair or modification, as reasonably determined by Landlord, together with interest upon the unamortized balance at the Interest Rate or such other higher rate as may have been paid by Landlord on funds borrowed for the purpose of constructing the improvements or making the improvements or repairs; (I) all costs of maintaining machinery, equipment and directional signage or other markers; and (J) the share allocable to the Building of dues and assessments payable under any reciprocal easement or common area maintenance agreements or declarations or by any owners associations affecting the Building or the Project.

7. Use; Compliance with Laws.

7.1. Use. The Premises shall be used and occupied by Tenant solely for the Permitted Use set forth in the Basic Lease Information. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or that unreasonably disturbs other tenants or occupants of the Building or Project, or place or maintain any signs, antennas, awnings, lighting or plumbing fixtures, loudspeakers, exterior decoration or similar devices on or visible from the exterior of the Premises, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Tenant shall not use any corridors, sidewalks, stairs, elevators or other areas outside of the Premises for storage or any purpose other than access to the Premises. Tenant shall not use, keep or permit to be used or kept on the Premises any foul or noxious gas or substance, nor shall Tenant do or permit to be done anything in and about the Premises, either in connection with activities hereunder expressly permitted or otherwise, which would cause an increase in premiums for or a cancellation of any policy of insurance (including fire insurance) maintained by Landlord in connection with the Premises, Building or Project or which would violate the terms of any covenants, conditions or restrictions, the design guidelines, the sign guidelines affecting the Building or the land on which it is located, or the Rules (as the term is defined under Section 7.5.2 below).

7.2. Compliance with Laws.

7.2.1. Tenant. Tenant shall, at Tenant's sole expense, comply promptly with all applicable federal, state and local laws, regulations, ordinances, rules, orders, and requirements in effect during the Term relating to the condition, use or occupancy of the Premises, including, without limitation, the Americans with Disabilities Act (each a "Law"). If, in order to comply with any such Law, Tenant must obtain or deliver any permit, certificate or other document evidencing such compliance, Tenant shall provide a copy of such document to Landlord promptly after obtaining or delivering it. Notwithstanding the foregoing, however, Tenant shall not be required to perform any changes to the Premises or any changes to other portions of the Project due to applicable Laws (including, without limitation, modifications required under federal and/or state disability access laws) unless such changes are triggered or required (or any requirement is enforced) as a result of (i) Tenant's Alterations or Tenant-Insured Improvements (as defined in Section 11), including Tenant's initial alterations, (ii) Tenant's particular use of the Premises, or (iii) Tenant's particular employees or employment practices. The judgment of any court of competent jurisdiction or the admission of Tenant in an action against Tenant, whether or not Landlord is a party thereto, that Tenant has violated any Law shall be conclusive of that fact as between Landlord and Tenant. Tenant shall immediately furnish Landlord with any notices received from any insurance company or governmental agency or inspection bureau regarding any unsafe or unlawful conditions within the Premises or the violation of any Law.

7.2.2. Landlord. Landlord, at its expense (subject to Section 6), shall cause the structural portions of the Building, the Building systems and the Common Areas to comply with all Laws to the extent that (a) such compliance is necessary for Tenant to use the Premises for general office use in a normal and customary manner and for Tenant's employees and visitors to have reasonably safe access to and from the Premises, or (b) Landlord's failure to cause such

compliance would impose liability upon Tenant under Law; provided, however, that Landlord shall not be required to cause or pay for such compliance to the extent that (x) Tenant is required to cause or pay for such compliance under Section 7.2.1 or 10 or any other provision hereof, or (y) non-compliance arises under any provision of the ADA other than Title III thereof. Notwithstanding the foregoing, Landlord may contest any alleged violation in good faith, including by applying for and obtaining a waiver or deferment of compliance, asserting any defense allowed by Law, and appealing any order or judgment to the extent permitted by Law; provided, however, that after exhausting any rights to contest or appeal, Landlord shall perform any work necessary to comply with any final order or judgment.

7.2.3. Certified Access Specialist. As of the date of this Lease, the Premises and the Common Areas expected to be in Tenant's path of travel during the Lease term, have not undergone an inspection by a Certified Access Specialist (CAsp) regarding compliance with construction-related accessibility standards. 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 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. This disclosure is made pursuant to Section 1938 of the California Civil Code.

7.2.4. Signs. Tenant shall have the right to use Building-standard suite and directory signage at Landlord's expense. For additional signage, Tenant shall, at Tenant's sole cost, submit to Landlord complete drawings and specifications describing the proposed signage, installation details, and the identity of the proposed contractor. Any signage approved by Landlord (in its sole discretion) shall be subject to prior approval of and conformance with the requirements of the design review committee of the Project and the design review agency of the applicable city and/or county, and shall be installed at Tenant's sole cost and expense. Tenant, at its sole cost and expense, shall (i) maintain all permitted signage (other than suite and directory signage) in good condition and repair, and (ii) remove such signage upon expiration or earlier termination of this Lease and restore the Building and the Project to their condition existing immediately prior to the placement or erection of said sign or signs in such a condition that no discoloration or other evidence of the prior sign appears on the Building where the sign previously was affixed. If Tenant fails to do so, Landlord may remove such signage and restore the Building and or Project to its original condition without notice to Tenant and at Tenant's expense, the cost of which shall be payable by Tenant as additional rent. Tenant shall ensure that its signage is in compliance with all Laws at all times.

7.3. Suitability. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty, express or implied, with respect to the Premises, Building or with respect to the suitability or fitness of either for the conduct of Tenant's business or for any other purpose. Tenant shall occupy the Premises in its current "AS-IS" and "WITH ALL FAULTS" condition. It is specifically understood and agreed that, except as specifically set forth in this Lease, Landlord has no obligation and has made no promises to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, and that no representations respecting the condition of the Premises, Building or Project have been made by Landlord to Tenant. Without limitation of the foregoing or any other provision of this Lease, Tenant shall be responsible for confirming that Tenant's operations in the Premises are fully compliance with applicable zoning and other applicable governmental codes and Tenant shall adjust Tenant's operations as required in order to comply with the same.

7.4. Use of Common Areas.

7.4.1. Right to Use Common Areas. Landlord gives Tenant and its authorized employees, agents, customers, representatives and invitees the nonexclusive right to use the Common Areas with others who are entitled to use the Common Areas, subject to Landlord's rights as set forth in this Section 7.4.

7.4.2. Rules. All Common Areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, amend and enforce reasonable rules and regulations with respect to the Common Areas. Tenant acknowledges receipt of a copy of the current rules and regulations (the "Rules") attached hereto as Exhibit D, and agrees that they may, from time to time, be modified or amended by Landlord in a commercially reasonable manner. Tenant agrees to abide by and conform with the Rules; to cause its employees, representatives, contractors and agents to abide by the Rules; and to use its best efforts to cause its customers and invitees to abide by the Rules.

7.4.3. Use. Landlord shall have the right to close temporarily any portion of the Common Areas for the purpose of discouraging use by parties who are not tenants or customers of tenants; to use portions of the Common Areas while engaged in making additional improvements or repairs or alterations to the Building or the Project; to use or permit the use of the Common Areas by others to whom Landlord may grant or have granted such rights; and to do and perform such acts in, to, and with respect to, the Common Areas as in the use of good business judgment Landlord shall determine to be appropriate for the Project.

7.4.4. Change in Common Areas. Landlord shall have the right to increase or reduce the Common Areas, provided the Project meets the parking requirement under Section 7.6 below.

7.4.5. Recycling; Reporting. Tenant shall cooperate with Landlord in recycling items under any trash recycling program that may be established by Landlord. In the event any governmental authority having jurisdiction over the Project promulgates or revises any Law or imposes mandatory or voluntary controls or guidelines on Landlord relating to the use or conservation of energy or utilities or the reduction of automobile or other emissions (collectively, "**Controls**") or in the event Landlord is required or elects to make alterations to the Project or the Building in order to comply with such mandatory or voluntary Controls, Landlord may, in its sole, but reasonable, discretion, comply with such Controls or make such alterations thereto. Such compliance and the making of such alterations shall not constitute an eviction of Tenant, constructive or otherwise, or impose upon Landlord any liability whatsoever, including, but not limited to, liability for consequential damages or loss of business by Tenant.

7.5. Environmental Matters.

7.5.1. Hazardous Materials. For purposes of this Lease, "**Hazardous Materials**" means any explosive, radioactive materials, hazardous wastes, or hazardous substances, including without limitation asbestos containing materials, PCB's, CFC's, or substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. Section 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901-6987; or any other Laws regulating, relating to, or imposing liability or standards of conduct concerning any such materials or substances now or at any time hereafter in effect (collectively, "**Hazardous Materials Laws**"). Tenant shall not cause or permit the storage, use, generation, release, handling or disposal (collectively, "**Handling**") of any Hazardous Materials in, on, or about the Premises or the Project by Tenant or any agents, employees, contractors, licensees, subtenants, customers, guests or invitees of Tenant (collectively with Tenant, "**Tenant Parties**" and, individually, a "**Tenant Party**"), except that Tenant shall be permitted to use normal quantities of office supplies or products customarily used in the conduct of general business office activities and cleaning supplies or products customarily used in the conduct of janitorial activities (collectively, "**Permitted Chemicals**"), provided that the Handling of such Permitted Chemicals shall comply at all times with all Laws, including Hazardous Materials Laws. Notwithstanding anything to the contrary contained herein, however, in no event shall Tenant permit any usage of Permitted Chemicals in a manner that may cause the Premises or Project to be contaminated by any Hazardous Materials or in violation of any Hazardous Materials Laws. Tenant shall immediately advise Landlord in writing of (a) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous Materials affecting the Premises; and (b) all claims made or threatened by any third party against Tenant, Landlord, the Premises or Project relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Without

Landlord's prior written consent, Tenant shall not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises.

7.5.2. Tenant's Covenants. Tenant shall at its own expense procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required in connection with Tenant's generation, use, storage, disposal and transportation of Hazardous Materials that are Permitted Chemicals. Tenant acknowledges that mold spores can grow in almost any moist location, and shall adopt and enforce good housekeeping practices, ventilation and vigilant moisture control within the Premises so as to keep the Premises free from mold. Tenant expressly assumes and accepts any and all risks involved in or related to, and releases Landlord and the Indemnitees (as defined below) from liability for any personal injury or damages to property caused by or associated with moisture or the growth or occurrence of mold or mildew within the Premises during the Term, except to the extent such mold or mildew is due to the gross negligence or willful misconduct of Landlord.

7.5.3. Notice. Tenant shall immediately notify Landlord in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Law; (b) any claim made or threatened by any person or entity against Tenant or the Premises relating to damage, contribution, cost, recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (c) any reports, information, inquiries or demands made, ordered, or received by or on behalf of Tenant which arise out of or in connection with the existence or potential existence of any Hazardous Materials in, on, under or about the Premises, the Building or the Project, including, without limitation, any complaints, notices, warnings, asserted violations, or mandatory or voluntary informational filings with any governmental agency in connection therewith, and immediately supply Landlord with copies thereof.

7.5.4. Indemnity. Tenant shall be solely responsible for and shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect and hold harmless Landlord, and each of Landlord's officers, directors, partners, employees, affiliates, joint venturers, members, trustees, owners, shareholders, principals, agents, representatives, lenders, successors and assigns (collectively with Landlord, the "**Indemnitees**"), from and against any and all claims, liabilities, damages, fines, penalties, forfeitures, losses, cleanup and remediation costs or expenses (including attorneys' fees) (collectively, "**Claims**"), including Claims in connection with the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the use, analysis, generation, manufacture, storage, release, disposal, or transportation of Hazardous Materials by Tenant and any Tenant Parties to, in, on, under, about or from the Premises, the Building or the Project, or (ii) Tenant's failure to comply with any Hazardous Materials Law, or (iii) or any removal, cleanup, or restoration work and materials necessary to return the Project or any other property of whatever nature located on the Project to their condition existing prior to the Handling of Hazardous Materials in, on or about the Premises by any Tenant Party. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup, detoxification or decontamination of the Premises, the Building, or the Project and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration or earlier termination of this Lease. Landlord shall be solely responsible for and shall indemnify, defend (by counsel reasonably acceptable to Tenant), protect and hold harmless Tenant, and each of Tenant's officers, directors, partners, employees, affiliates, joint venturers, members, trustees, owners, shareholders, principals, agents, representatives, lenders, successors and assigns, from and against any and all claims, liabilities, damages, fines, penalties, forfeitures, losses, cleanup and remediation costs or expenses (including attorneys' fees) to the extent caused by (i) the use, analysis, generation, manufacture, storage, release, disposal, or transportation of Hazardous Materials by Landlord or its agents or employees to, in, on, under, about or from the Premises, the Building or the Project, or (ii) Landlord's failure to comply with any Hazardous Materials Law. Landlord's and Tenant's obligations under this Section 7.5 shall survive the expiration or other termination of this Lease.

7.5.5. Landlord's Rights. Landlord shall have the right to enter the Premises at all times upon reasonable prior notice for the purposes of ascertaining compliance by Tenant with all applicable Hazardous Materials Laws; provided, however, that in the instance of an emergency no notice shall be required. Landlord shall have the option to declare a default of this

Lease for the release or discharge of Hazardous Materials by Tenant or Tenant's employees, agents, contractors, or invitees on the Premises, Building or Project in violation of law or in deviation from prescribed procedures in Tenant's use or storage of Hazardous Materials. If Tenant fails to comply with any of the provisions under this Section 7.5, Landlord shall have the right (but not the obligation) to remove or otherwise cleanup any Hazardous Materials from the Premises, the Building or the Project. In such case, the costs of any Hazardous Materials investigation, removal or other cleanup (including, without limitation, transportation, storage, disposal and attorneys' fees and costs) will be additional rent due under this Lease, whether or not a court has ordered the cleanup, and will become due and payable on demand by Landlord.

7.6. Parking. Landlord grants to Tenant and Tenant's customers, suppliers, employees and invitees during the Term the right to use in the parking areas designated on Exhibit A-2 the number of parking spaces stated in the Basic Lease Information on a non-exclusive basis for the use of passenger vehicles, subject to rights reserved to Landlord as specified in this Section 7.6. Landlord reserves the right to grant similar nonexclusive or exclusive rights to other tenants; to promulgate rules and regulations relating to the use of the including parking area; to make changes in the parking layout from time to time; and to do and perform any other acts in and to these areas and improvements as Landlord determines to be advisable. Tenant agrees not to overburden the parking facilities and to abide by and conform with the rules and regulations and to cause its employees and agents to abide by and conform to the rules and regulations. Upon request, Tenant shall provide Landlord with license plate numbers of all vehicles driven by its employees and to cause Tenant's employees to park only in spaces specifically designated for tenant parking. Landlord shall have the unqualified right to rearrange or reduce the number of parking spaces. Landlord may, in its sole discretion, assign any unreserved and unassigned parking privileges, and/or make all or a portion of such privileges reserved and/or institute a valet/tandem parking system serving the Building, and/or charge visitors for parking. Tenant may only park normally sized passenger automobiles or motorcycles, fully contained inside the marked stalls, and overnight parking is prohibited without the written consent of Landlord (which may be withheld in Landlord's sole discretion). Tenant shall not allow any contractor, agent or employee vehicles be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described herein, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost thereof to Tenant, which cost shall be immediately payable by Tenant upon demand by Landlord. Landlord shall not be liable for any loss, injury or damage to persons using any Project parking areas, or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of any parking shall be at the sole risk of Tenant and its employees, contractors, agents and invitees.

8. Utilities and Services. Subject to Section 25, Landlord shall (i) furnish the Premises with water, and with electricity for lighting fixtures and standard office machines, 24 hours per day seven (7) days per week, subject to interruptions due to repairs, maintenance, replacements and Force Majeure, (ii) furnish the Premises with heating, ventilation and air conditioning (HVAC) at reasonable levels as determined by Landlord, Monday through Friday from 8 AM to 6 PM ("**Normal Business Hours**"), national holidays excluded ("**Normal Business Days**") and (iii) provide daily janitorial service to the Premises and the Common Areas of the Building on Normal Business Days. The cost for after-hours HVAC usage shall be charged at Landlord's Building-standard rate in effect from time to time, shall be for a minimum of two (2) hours, and shall require a minimum of 24 hours prior notice to Landlord. Landlord's obligation to provide utilities and services for the Premises are subject to Laws (including the rules or actions of the public utility company furnishing the utility or service), and shutdowns for maintenance and repairs, for security purposes, or due to strikes, lockouts, labor disputes, fire or other casualty, acts of God, or other causes beyond the control of Landlord. In the event of an interruption in, or failure or inability to provide any service or utility for the Premises for any reason, such interruption, failure or inability shall not constitute an eviction of Tenant, constructive or otherwise, or impose upon Landlord any liability whatsoever, including, but not limited to, liability for consequential damages or loss of business by Tenant, or entitle Tenant to any abatement or offset of Rent. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future Law permitting the termination of this Lease due to such interruption, failure or inability.

9. Maintenance and Repairs.

9.1 Tenant's Repairs and Maintenance. Tenant shall, at Tenant's expense, maintain the Premises in good order, condition and repair, including without limitation, (i) all interior surfaces, ceilings, walls, door frames, window frames, floors, carpets, draperies, window coverings and fixtures, (ii) all windows, doors, locks and closing devices, entrances, plate glass, and signs, (iii) all phone lines, electrical wiring, equipment, switches, outlets and light bulbs, (iv) all of Tenant's personal property, improvements and Alterations, and (vii) all other fixtures and special items installed by or for the benefit of, or at the expense of Tenant. Tenant shall not enter onto the roof area of the Building, except for the purpose of maintaining the heating, ventilating, and air conditioning equipment to the extent Tenant is required to do so under the terms of this Lease. As provided in Section 9.2 below, Landlord is responsible for maintenance of the Building HVAC system serving the Building, including the portions serving the Premises. If applicable, Tenant, at its expense, shall maintain in good operating condition and repair all supplemental heating, ventilating, and air conditioning equipment serving the Premises, such as a dedicated server room cooling system, for example, whether located inside or outside the Premises (collectively, "Tenant's HVAC"). Tenant shall keep in force a preventive maintenance with a qualified maintenance company acceptable to Landlord covering all of Tenant's HVAC and shall annually provide Landlord with a copy of this contract. Tenant shall not enter onto the roof area of the Building, except for the purpose of maintaining Tenant's HVAC to the extent Tenant is required to do so under the terms of this Lease. Tenant shall repair any damage to the roof area caused by its entry.

9.2 Landlord's Repairs and Maintenance. Landlord shall keep in good condition and repair the foundation, roof structure, exterior walls and other structural parts of the Building, the Building HVAC, and all other portions of the Building not the obligation of Tenant or any other tenant in the Building. Tenant expressly waives the benefits of any statute, including Civil Code Sections 1941 and 1942, which would afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Building in good order, condition and repair. In connection with any such alteration, improvement or repair, Landlord may erect scaffolding and other structures reasonably required for the work to be performed. In no event shall such entry or work entitle Tenant to an abatement of rent, constitute an eviction of Tenant, constructive or otherwise, or impose upon Landlord any liability whatsoever, including but not limited to liability for consequential damages or loss of business or profits by Tenant. Landlord shall use good faith efforts to cause all such work to be done in such a manner as to cause as little interference to Tenant as reasonably possible without incurring additional expense. Landlord shall at all times retain a key with which to unlock all of the doors in the Premises, except Tenant's vaults and safes. If an emergency necessitates immediate access to the Premises, Landlord may use whatever force is necessary to enter the Premises. Any such entry to the Premises shall not constitute a forcible or unlawful entry into the Premises, a detainer of the Premises, or an eviction of Tenant from the Premises, or any portion thereof. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as the result of Landlord performing any such maintenance and repair work.

9.3 Failure to Repair or Maintain. In the event Tenant fails to perform Tenant's obligations under this Section 9, Landlord may, but shall not be required to, give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant shall fail to commence such work and diligently prosecute it to completion, then Landlord shall have the right (but not the obligation) to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amounts so expended by Landlord, plus a fifteen percent (15%) administrative fee, will be additional rent due under this Lease, due and payable on demand by Landlord, together with interest at the Interest Rate from the date incurred until paid by Tenant. Landlord shall have no liability to Tenant for any such damages, inconvenience or interference with the use of the Premises by Tenant as a result of performing such work.

9.4 Surrender of Premises; Holdover. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good condition and repair, ordinary wear and tear excepted, free from all persons, debris, personal property and trade fixtures.

9.4.1 The term "**ordinary wear and tear**" as used herein shall mean wear and tear which manifests itself solely through normal intensity of use and passage of time consistent with the employment of commercially prudent measures to protect finishes and components from damage and excessive wear, the application of regular and appropriate preventative maintenance practices and procedures, routine cleaning and servicing, waxing, polishing, adjusting, repair, refurbishment and replacement at a standard of appearance and utility and as often as appropriate for Class A corporate and professional office occupancies in the vicinity of the Project (the "**Market**"). The term "ordinary wear and tear" would thus encompass the natural fading of painted surfaces, fabric and materials over time, and carpet wear caused by normal foot traffic. To the extent that such wear and tear exceeds the normal Class A office occupancy standards of the Market, such would be considered items of deferred maintenance indicative of a degradation of the improvements. The term "ordinary wear and tear" shall not include any damage or deterioration that could have been prevented by Tenant's employment of ordinary prudence, care and diligence in the occupancy and use of the Premises and the performance of all of its obligations under this Lease. Items not considered reasonable wear and tear hereunder include the following for which Tenant shall bear the obligation for repair and restoration (except to the extent caused by the gross negligence or willful misconduct of Landlord or its employees or agents) (i) excessively soiled, stained, worn or marked surfaces or finishes; (ii) damage, including holes in building surfaces (e.g., cabinets, doors, walls, ceilings and floors) caused by the installation or removal of Tenant's trade fixtures, furnishings, decorations, equipment, alterations, utility installations, security systems, communications systems (including cabling, wiring and conduits), displays and signs; and (iii) damage to any component, fixture, hardware, system or component part thereof within the Premises, and any such damage to the Building or Project, caused by Tenant or its agents, contractors or employees, and not fully recovered by Landlord from insurance proceeds. Tenant, at its sole cost and expense, agrees to repair any damages to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, signs, machinery, equipment, cabinetwork, furniture, moveable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction. Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation, any claims made by any succeeding tenant resulting from such delay.

9.4.2. Prior to the expiration or termination of this Lease, Tenant shall remove from the Premises any Alterations as directed by Landlord, shall surrender all keys to the Premises or any other part of the Building or Project, and shall make known to Landlord the combination of locks on all safes, cabinets and vaults that may be located in the Premises.

9.4.3 Should Tenant, or any of its successors in interest, hold over in the Premises, or any part thereof, after the expiration of the Term unless otherwise agreed to in writing, Tenant's continued possession shall be on the basis of a tenancy at sufferance and Tenant shall pay as monthly Base Rent during the holdover period an amount equal to two hundred percent (200%) of the Base Rent and additional Rent payable under this Lease for the last full month prior to the date of such expiration or termination. In addition, Tenant shall indemnify, protect, defend and hold harmless Landlord for all losses, expenses and damages, including any consequential damages incurred by Landlord, as a result of Tenant failing to surrender the Premises to Landlord and vacate the Premises by the end of the Term. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over.

9.4.4 Tenant shall indemnify, defend and hold Landlord harmless from and against all Claims incurred by or asserted against Landlord and arising directly or indirectly from Tenant's failure to timely surrender the Premises, including but not limited to (i) any rent payable by or any loss, cost, or damages, including lost profits, claimed by any prospective tenant of the Premises or any portion thereof, and (ii) Landlord's damages as a result of such prospective tenant rescinding or refusing to enter into the prospective lease of the Premises or any portion thereof by reason of such failure to timely surrender the Premises.

9.4.5 This Section 9.4 shall survive termination or earlier expiration of the Lease.

9.5 Construction. Tenant acknowledges that from time to time throughout the term of this Lease, construction work may be performed in and about the Building and the Real Property

by Landlord, contractors of Landlord, or other tenants or their contractors, and that such construction work may result in noise and disruption to Tenant's business. In addition to and without limiting the foregoing waiver or any other provision of this Lease, Tenant agrees that Landlord shall not be liable for, and Tenant expressly waives and releases Landlord and the other Indemnitees from any Claims, including without limitation, any and all consequential damages or interruption or loss of business, income or profits, or claims of actual or constructive eviction or for abatement of rental, arising or alleged to be arising as a result of any such construction activity.

10. Alterations.

10.1 Consent Required. Tenant shall not make any alterations, improvements or additions (each, an "**Alteration**") in, on or about the Premises without Landlord's prior written consent, which consent may be withheld by Landlord in its sole and absolute discretion. Notwithstanding the foregoing, Tenant may make Alterations without Landlord's prior written consent but following at least ten (10) days written notice to Landlord where (i) the reasonably estimated cost of the Alteration and together with the cost of any other Alteration made during the immediately preceding twelve (12) months does not exceed Ten Thousand Dollars (\$10,000), and (ii) such Alterations do not affect or involve the structural integrity, roof membrane, exterior areas, building systems or water-tight nature of the Premises, Building or Project, and (iii) such Alterations are of a cosmetic nature (such as new paint or carpeting) and not visible from outside the Building. In requesting Landlord's consent, Tenant shall, at Tenant's sole cost, submit to Landlord complete drawings and specifications describing the Alteration and the identity of the proposed contractor.

10.2 Conditions.

10.2.1 Notice. Before commencing any work relating to Alterations, Tenant shall notify Landlord of the expected date of commencement thereof and of the anticipated cost thereof. Landlord shall then have the right at any time and from time to time to post and maintain on the Premises such notices as Landlord reasonably deems necessary to protect the Premises and Landlord from mechanics' liens or any other liens.

10.2.2 Liens. Tenant shall pay when due all claims for labor or materials furnished to Tenant for use in the Premises. Tenant shall not permit any mechanics' liens or any other liens to be levied against the Premises for any labor or materials furnished to Tenant in connection with work performed on the Premises by or at the direction of Tenant. Tenant shall indemnify, hold harmless and defend Landlord (by counsel reasonably satisfactory to Landlord) from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant. In the event that Tenant shall not, within five (5) days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith, including attorneys' fees and costs, shall be payable to Landlord by Tenant on demand with interest at the Interest Rate.

10.2.3 Compliance with Laws. All Alterations in or about the Premises performed by or on behalf of Tenant at Tenant's sole cost and expense (including the expense of complying with all present and future Laws and any other work required to be performed in other areas within or outside the Premises by reason of the Alterations), shall be done in a first-class, workmanlike manner, shall not unreasonably lessen the value of leasehold improvements in the Premises, and shall be completed in compliance with all applicable Laws as well as the requirements of insurers of the Premises and the Building.

10.2.4 Landlord Review. The general contractor and subcontractors performing Alterations in the Premises shall be subject to Landlord's prior written approval, not to be unreasonably withheld or delayed, and shall be reputable and licensed, and maintain such insurance as Landlord may reasonably require. Regardless of the contractors who perform the work pursuant to the above, Tenant shall pay Landlord on demand prior to or during the course of such construction an amount (the "**Alteration Operations Fee**") equal to two percent (2%) of the total cost of the Alteration (and for purposes of calculating the Alteration Operations Fee,

such cost shall include architectural and engineering fees, but shall not include permit fees) as compensation to Landlord for Landlord's internal review of Tenant's plans and general oversight of the construction (which oversight shall be solely for the benefit of Landlord and shall in no event be a substitute for Tenant's obligation to retain such project management or other services as shall be necessary to ensure that the work is performed properly and in accordance with the requirements of this Lease) or four percent (4%) of the total cost of the Alteration where Tenant asks Landlord to provide management oversight services therefor and Landlord agrees to do so. Tenant shall also reimburse Landlord for Landlord's actual and reasonable out-of-pocket expenses, if any, for fees paid to third party architects, engineers and other consultants for review of the plans and specifications, and for any other actual and reasonable out-of-pocket costs incurred by Landlord as result of the work. Upon request, Tenant shall advise Landlord of the total cost of the Alteration, providing supporting documentation. Landlord, at Landlord's sole discretion, may refuse to grant Tenant permission for Alterations that require, because of application of Americans with Disabilities Act or other laws, substantial improvements or alterations to be made to the Common Areas. Tenant shall provide Landlord with a set of "as built" drawings upon completion of any Alterations.

10.2.5 End of Term. Landlord, by written notice, may require that Tenant, at Tenant's expense, remove any Alterations prior to or upon the expiration of this Lease, and restore the Premises to their condition prior to such Alterations, including without limitation the removal of all conduits, telephone and data cabling. Unless Landlord requires their removal, as provided above, all Alterations made to the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises upon the expiration of this Lease; provided, however, that Tenant's machinery, equipment and trade fixtures, other than any which may be affixed to the Premises so that they cannot be removed without material damage to the Premises, shall remain the property of Tenant and shall be removed by Tenant subject to the provisions of Section 9.4 above.

10.2.6 Labor Disturbances. Tenant agrees not to employ any person, entity or contractor for any work in the Premises (including moving Tenant's equipment and furnishings in, out or around the Premises) whose presence may give rise to a labor or other disturbance in the Building and Tenant shall take whatever steps are necessary to end any labor disturbance in or at the Real Property related to its failure to employ union labor.

10.2.7 Work by Tenant. Any Alterations or other work performed by Tenant or its agents, contractors, subcontractors or employees in or about the Premises, Building or Project, and regardless of whether a permit is required, shall comply with Landlord's Construction Standards in effect from time to time. A copy of Landlord's current Construction Standards are attached to this Lease as Exhibit E.

11. Insurance and Indemnity

11.1. Insurance. Tenant shall, at Tenant's expense, maintain during the term of this Lease (and, if Tenant occupies or conducts activities in or about the Premises prior to or after the term hereof, then also during such pre-term or post-term period) the following insurance:

11.1.1. Commercial General Liability Insurance. Commercial general liability insurance (occurrence form) having a combined single limit of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate per location, if Tenant has multiple locations, providing coverage for, among other things, blanket contractual liability, premises, product/completed operations and personal injury coverage (in a form, with a deductible amount, and with carriers reasonably acceptable to Landlord). Where commercial general liability insurance contains an aggregate limit, such limit must apply separately to the Premises, on a per location basis. A combination of Commercial General Liability and Excess or Umbrella liability may be used to meet this requirement.

11.1.2. Automobile Liability Insurance. If Tenant operates owned, leased or non-owned vehicles on the Project, comprehensive automobile liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, and insuring Tenant against liability for claims arising out of ownership, maintenance or use of any

owned, hired, borrowed or non-owned automobiles. A combination of Commercial Auto Liability and Excess or Umbrella liability may be used to meet this requirement.

11.1.3. Workers' Compensation and Employer's Liability Insurance.

Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Premises (including the all states endorsement and, if applicable, the volunteers endorsement), together with employer's liability insurance coverage in the amount of at least Two Million Dollars (\$2,000,000), including a waiver of subrogation in favor of Landlord and its property manager. A combination of Employers' Liability and Excess or Umbrella liability may be used to meet this requirement.

11.1.4. Property Insurance. "Special Form" property insurance (or its equivalent if "Special Form" property insurance is not available), including vandalism and malicious mischief, boiler and machinery comprehensive form, if applicable, and endorsement for water damage, each covering damage to or loss of (i) all office furniture, trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's property in the Premises installed by, for, or at the expense of Tenant, including electronic data processing equipment ("**EDP Equipment**"), and (ii) any leasehold improvements in the Premises, whenever and by whomever installed or paid for, whether pursuant to this Lease or pursuant to any prior lease or other agreement to which Tenant was a party (the "**Tenant-Insured Improvements**"). EDP Equipment, media and extra expense shall be covered for perils insured against in the so-called "EDP Form". If the property of Tenant's invitees is to be kept in the Premises, warehouse's legal liability or bailee customers insurance for the full replacement cost of such property;

11.1.5. Business Income/Extra Expense Insurance. Business income with extra expense insurance (form CP 0030 or equivalent) in an amount not less than the annual Base Rent and additional rent payable by Tenant hereunder for the then current calendar year, with a minimum fifty percent (50%) coinsurance percentage, the agreed value option and building ordinance (Form CP 1531 or equivalent). Any boiler and machinery policies or endorsements obtained shall also include these same provisions and coverages; and

11.1.6. Additional Insurance. Any such other insurance as Landlord or Landlord's lender may reasonably require.

11.2. General. Each insurance policy required pursuant to this Section shall be issued by a carrier authorized to do business in the state in which the Project is Located, and have a policyholders and financial rating of at least A:IX Class status as rated in the most recent edition of Best's Key-Rating guide. Tenant's commercial general liability insurance policy shall be endorsed to provide that (i) it may not be canceled or altered in such a manner as to adversely affect the coverage afforded thereby without thirty (30) days' prior written notice to Landlord, (ii) Landlord, its property manager, and any person or entity reasonably designated by Landlord, is designated as an additional insured, and (iii) such insurance is primary with respect to Landlord, its property manager, and other designated additional insureds, and that any other insurance maintained by Landlord is excess and noncontributing with such insurance. The above policies shall not have deductibles in excess of \$10,000 without Landlord's written consent. If, in the opinion of Landlord's lender or in the commercially reasonable opinion of Landlord's insurance adviser, the specified amounts of coverage are no longer adequate, such coverage shall, within thirty (30) days' written notice to Tenant, be appropriately adjusted. Prior to the Commencement Date (or Tenant's earlier entry onto the Premises), Tenant shall deliver to Landlord a duplicate of such policy or a certificate thereof to Landlord for retention by it with endorsements. At least five (5) days prior to the expiration of such policy or any renewal or modification thereof, Tenant shall deliver to Landlord a replacement or renewal binder, followed by a duplicate policy or certificate within a reasonable time thereafter. If Tenant fails to obtain such insurance or to furnish Landlord any such duplicate policy or certificate as herein required, Landlord may, at its election, without notice to Tenant and without any obligation to do so, procure and maintain such coverage and Tenant shall reimburse Landlord on demand as additional rent for any premium so paid by Landlord. In no event shall any insurance maintained by Tenant hereunder or required to be maintained by Tenant hereunder be deemed to limit or satisfy Tenant's indemnification or other obligations or liability under this Lease. Nothing in

this Section 11 shall be construed as creating or implying the existence of (i) any ownership by Tenant of any Alterations or improvements in or to the Premises or (ii) any right on Tenant's part to make any addition, Alteration or improvement in or to the Premises.

11.3. Waiver of Subrogation. Each party hereto hereby releases the other respective party and, in the case of Tenant as the releasing party, the other Indemnitees, and the respective partners, shareholders, agents, employees, officers, directors and authorized representatives of such released party, from any claims such releasing party may have for damage to the Project, Building, the Premises or any of such releasing party's fixtures, personal property, improvements and alterations in or about the Premises, the Building or the Project that is caused by or results from risks insured against under any "special form" insurance policies actually carried by such releasing party or deemed to be carried by such releasing party; provided, however, that such waiver shall be limited to the extent of the net insurance proceeds payable by the relevant insurance company with respect to such loss or damage (or in the case of deemed coverage, the net proceeds that would have been payable). For purposes of this Section 11.3, Tenant shall be deemed to be carrying any of the insurance policies required pursuant to this Lease but not actually carried by Tenant, and Landlord shall be deemed to carry standard special form property insurance on the Building. Each party hereto shall cause each such fire and extended coverage insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against the other respective party and the other released parties in connection with any matter covered by such policy.

11.4. Landlord's Insurance. During the Term, Landlord shall keep the Building insured against loss or damage by fire, with extended coverage and vandalism, malicious mischief and special extended perils (special form) endorsements or their equivalents, in amounts not less than one hundred percent (100%) of the replacement cost of the Building and structures insured. Landlord may maintain rent insurance, for the benefit of Landlord, equal to at least one year's Base Rent hereunder. If this Lease is terminated as a result of damage by fire, casualty or earthquake, all insurance proceeds shall be paid to and retained by Landlord, subject to the rights of any authorized encumbrancer of Landlord.

11.5. Earthquake and Flood. Tenant acknowledges that Landlord may not carry earthquake and/or flood insurance during the entirety of the Term of the Lease.

11.6. Indemnity. Tenant waives all claims against Landlord for any injury to Tenant's business or loss of income therefrom, damage to any property or injury to or death of any person in, on, or about the Premises, the Building, or any other portion of the Project arising at any time and from any cause whatsoever, including without limitation, water leakage of any character from the roof, walls, basement, fire sprinklers, appliances, air conditioning, plumbing or other portion of the Premises or the Project, or gas, fire, explosion, falling plaster, steam, electricity, or any malfunction within the Premises or the Project, or acts of other tenants of the Project, unless caused by the gross negligence or willful misconduct of Landlord or its agents, employees or contractors. Tenant shall indemnify, defend (by counsel reasonably satisfactory to Landlord) and hold harmless Landlord, and Landlord Indemnitees from and against all Claims, arising by reason of any death, bodily injury, personal injury, property damage or any other injury or damage in connection with (i) Tenant's use or occupancy of the Premises; (ii) any condition or occurrence in or about or resulting from any condition or occurrence in or about the Premises during the Term; (iii) any construction work undertaken by or on behalf of Tenant in or about the Premises; (iv) any act or omission of Tenant, or Tenant's agents, representatives, officers, directors, shareholders, partners, employees, successors and assigns, wherever it occurs; or (iv) any Event of Default. The foregoing indemnity obligation of Tenant shall include reasonable attorneys' fees, and all other reasonable costs and expenses incurred by Landlord from the first notice that any claim or demand is to be made. The provisions of this Section shall survive the termination or expiration of this Lease with respect to any damage, injury, or death occurring prior to such expiration or termination.

11.7. Evidence of Insurance. Upon Tenant's execution of this Lease, Tenant shall submit a compliant Certificate of Insurance ("COI") to Landlord at apcoi@basin-street.com. Tenant shall not be permitted to take occupancy of, commence work in, or otherwise enter the Premises without a representative of Landlord until a compliant COI has been received, and any such delay in occupancy, construction or entry shall not delay the Commencement Date of the

Lease or Tenant's obligation to pay Rent. A renewal or replacement compliant COI shall be submitted by Tenant to Landlord at apcoi@basin-street.com at least ten (10) days prior to the renewal or expiration of the required insurance. Tenant shall give Landlord not less than thirty (30) days' written notice prior to any cancellation or material change in coverage.

12. Damage or Destruction.

12.1. Landlord's Obligation to Rebuild. Subject to the provisions of Sections 12.2, 12.3 and 12.4 below, if, during the Term, the Premises are totally or partially destroyed from any insured casualty, Landlord shall, within ninety (90) days after the destruction, commence to restore the Premises to substantially the same condition as they were in immediately before the destruction and prosecute the same diligently to completion. Such destruction shall not terminate this Lease. Landlord's obligation shall not include repair or replacement of Tenant's Alterations or Tenant's equipment, furnishings, fixtures and personal property. If the existing Laws do not permit the Premises to be restored to substantially the same condition as they were in immediately before destruction, and Landlord is unable to get a variance to such laws to permit the commencement of restoration of the Premises within the 90-day period, then either party may terminate this Lease by giving written notice to the other party within thirty (30) days after expiration of the 90-day period.

12.2. Right to Terminate. Landlord shall have the option to terminate this Lease if the Premises or the Building is destroyed or damaged by fire or other casualty, regardless of whether the casualty is insured against under this Lease, if Landlord reasonably determines that (i) there are insufficient insurance proceeds made available to Landlord to pay all of the costs of the repair or restoration or (ii) the repair or restoration of the Premises or the Building cannot be completed within one hundred eighty (180) days after the date of the casualty. If Landlord elects to exercise the right to terminate this Lease as a result of a casualty, Landlord shall exercise the right by giving Tenant written notice of its election to terminate this Lease within forty-five (45) days after the date of the casualty, in which event this Lease shall terminate fifteen (15) days after the date of the notice. If Landlord does not exercise its right to terminate this Lease, Landlord shall promptly commence the process of obtaining all of the necessary permits and approvals for the repair or restoration of the Premises or the Building as soon as practicable and thereafter prosecute the repair or restoration of the Premises or the Building diligently to completion and this Lease shall continue in full force and effect.

12.3. Last Year of Term. In addition to Landlord's right to terminate this Lease under Section 12.2, Landlord shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Tenant if the Premises or Building is substantially destroyed or damaged during the last twelve (12) months of the Term. Landlord shall notify Tenant in writing of its election to terminate this Lease under this Section 12.3, if at all, within forty-five (45) days after Landlord determines that the Premises or Building has been substantially destroyed. If Landlord does not elect to terminate this Lease, the repair of the Premises or Building shall be governed by Sections 12.1, 12.2 and 12.4.

12.4. Uninsured Casualty. If the Premises are damaged from any uninsured casualty to any extent whatsoever, Landlord may within ninety (90) days following the date of such damage: (i) commence to restore the Premises to substantially the same condition as they were in immediately before the destruction and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or (ii) within the 90-day period Landlord may elect not to so restore the Premises, in which event this Lease shall cease and terminate. In either such event, Landlord shall give Tenant written notice of its intention within the 90-day period.

12.5. Abatement of Rent. If the fire or other casualty damages the Premises necessary for Tenant's use and occupancy of the Premises, and Tenant ceases to use any portion of the Premises as a result of such damage, and the damage does not result from the negligence or willful misconduct of Tenant or any other Tenant Parties, then during the period the Premises or portion thereof are rendered unusable by such damage, until Landlord substantially completes its reconstruction obligations, Base Rent shall be proportionately reduced based upon the extent to which the damage and repair prevents Tenant from conducting, and Tenant does not conduct, its business at the Premises. All other obligations of Tenant under this Lease shall remain in full

force and effect. In no event shall Tenant be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises or for any inconvenience occasioned by any such destruction, rebuilding or restoration of the Premises, the Building or access thereto, except for the rent abatement expressly provided above. Tenant hereby waives California Civil Code Sections 1932(2) and 1933(4), providing for termination of hiring upon destruction of the thing hired and Sections 1941 and 1942, providing for repairs to and of premises.

13. Eminent Domain.

13.1. Condemnation. If all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain or sold in lieu of condemnation (“**Condemned**”), this Lease shall terminate as to the part so taken as of the date of title vesting in such proceeding. In the case of a partial condemnation of greater than fifty percent (50%) of the rentable area of the Premises, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Premises by notice to the other within sixty (60) days after the date of title vesting in such proceeding; provided, however, that Tenant’s right to terminate this Lease is conditioned upon the remaining portion of the Premises being of such size or configuration that such remaining portion of the Premises is unusable or uneconomical for Tenant’s business. In the event of a partial condemnation of the Premises which does not result in a termination of this Lease, the monthly Base Rent thereafter to be paid shall be equitably reduced on a rentable square footage basis. If all or any material part of the Project other than the Premises is taken, Landlord may terminate this Lease upon written notice to Tenant given within ninety (90) days after the date of taking.

13.2. Award. Landlord shall be entitled to all compensation, damages, income, rent awards and interest thereon whatsoever which may be paid or made in connection with any taking and Tenant shall have no claim against Landlord or any governmental authority for the value of any unexpired term of this Lease or of any of the improvements or Alterations in the Premises; provided, however, that the foregoing shall not prohibit Tenant from prosecuting a separate claim against the taking authority for an amount separately designated for Tenant’s relocation expenses or the interruption of or damage to Tenant’s business or as compensation for Tenant’s personal property, trade fixtures, Alterations or other improvements paid for by Tenant so long as any award to Tenant will not reduce the award to Landlord.

14. Assignment and Subletting.

14.1. Assignment and Subletting; Prohibition. Tenant shall not assign, mortgage, pledge or otherwise transfer this Lease, in whole or in part (each hereinafter referred to as an “**assignment**”), nor sublet or permit occupancy by any party other than Tenant of all or any part of the Premises (each hereinafter referred to as a “**sublet**” or “**subletting**”), without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld. No assignment or subletting by Tenant shall relieve Tenant of any obligation under this Lease, including Tenant’s obligation to pay Base Rent and additional rent hereunder. Any purported assignment or subletting contrary to the provisions of this Lease without Landlord’s prior written consent shall be void and shall constitute an Event of Default entitling Landlord to terminate this Lease and to exercise all other remedies available to Landlord under this Lease and at law. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for obtaining Landlord’s consent to any subsequent assignment or subletting. Landlord may consent to any subsequent assignment or subletting, or any amendment to or modification of this Lease with the assignees of Tenant, without notifying Tenant or any successor of Tenant, and without obtaining its or their consent thereto, and such action shall not relieve Tenant or any successor of Tenant of any liability under this Lease. As additional rent hereunder, Tenant shall reimburse Landlord for all reasonable legal fees and other expenses incurred by Landlord in connection with any request by Tenant for consent to an assignment or subletting.

14.2. Information to be Furnished. If Tenant desires at any time to assign its interest in this Lease or sublet the Premises, Tenant shall first notify Landlord of its desire to do so and shall submit in writing to Landlord: (i) the name of the proposed assignee or subtenant; (ii) the nature of the proposed assignee’s or subtenant’s business to be conducted in the Premises; (iii) the terms and provisions of the proposed assignment or sublease, including the

date upon which the assignment shall be effective or the commencement date of the sublease (hereinafter referred to as the “**Transfer Effective Date**”) and a copy of the proposed form of assignment or sublease; and (iv) such financial information, including financial statements, and other information as Landlord may reasonably request concerning the proposed assignee or subtenant.

14.3. Landlord’s Election. At any time within thirty (30) days after Landlord’s receipt of the information specified in Section 14.2, Landlord may, by written notice to Tenant, elect to (i) terminate this Lease as to the space in the Premises that Tenant proposes to sublet; (ii) terminate this Lease as to the entire Premises (available only if Tenant proposes to assign all of its interest in this Lease or the total amount of rentable square feet of space that Tenant proposes to sublease, together with the aggregate amount of rentable square feet of space in the Premises previously subleased by Tenant or recaptured by Landlord pursuant to this Section, exceeds fifty percent (50%) or more of the original Premises); or (iii) consent to the proposed assignment or subletting by Tenant.

14.4. Termination. If Landlord elects to terminate this Lease with respect to all or a portion of the Premises pursuant to Section 14.3(i) or (ii) above, this Lease shall terminate effective as of the later of (a) the one hundred twentieth (120th) day after Landlord notifies Tenant in writing of its election to terminate this Lease or (b) the Transfer Effective Date. If Landlord terminates this Lease with respect to less than all of the Premises, Tenant shall, at Landlord’s sole election, either (i) reimburse Landlord for all costs incurred by Landlord in partitioning the Premises to provide the occupants of each premises commercially reasonable and secured access to their respective premises, legal fire exits, access to bathrooms and utility rooms and loading facilities, and in separately metering all utility services (including heating and air conditioning zoning) servicing each premises, including all design, permitting and construction costs, or (ii) perform, at Tenant’s sole cost and expense, all the work described in subsection (i) relating to the partitioning of the Premises to Landlord’s reasonable satisfaction, all in accordance with plans approved by Landlord. Tenant shall reimburse Landlord upon demand for all costs incurred by Landlord in reviewing the plans for the partitioning work and all other related work.

14.5. Withholding Consent. Without limiting other situations in which it may be reasonable for Landlord to withhold its consent to any proposed assignment or sublease, Landlord and Tenant agree that it shall be reasonable for Landlord to withhold its consent in any one (1) or more of the following situations: (1) in Landlord’s reasonable judgment, the proposed subtenant or assignee or the proposed use of the Premises would detract from the status of the Building as a first-class office building, generate vehicle or foot traffic, parking or occupancy density materially in excess of the amount customary for the Building or the Project or result in a materially greater use of the elevator, janitorial, security or other Building services (e.g., HVAC, trash disposal and sanitary sewer flows) than is customary for the Project; (2) in Landlord’s reasonable judgment, the creditworthiness of the proposed subtenant or assignee does not meet the credit standards applied by Landlord in considering other tenants for the lease of space in the Project on comparable terms, or Tenant has failed to provide Landlord with reasonable proof of the creditworthiness of the proposed subtenant or assignee; (3) in Landlord’s reasonable judgment, the business history, experience or reputation in the community of the proposed subtenant or assignee does not meet the standards applied by Landlord in considering other tenants for occupancy in the Project; (4) the proposed assignee or subtenant is a governmental entity, agency or department or the United States Post Office; or (5) the proposed subtenant or assignee is a then existing or prospective tenant of the Project. If Landlord fails to elect any of the alternatives within the thirty (30) day period referenced in Section 14.3, it shall be deemed that Landlord has refused its consent to the proposed assignment or sublease.

14.6. Bonus Rental. If, in connection with any assignment or sublease, Tenant receives rent or other consideration, either initially or over the term of the assignment or sublease, in excess of the Rent called for hereunder, or in case of the sublease of a portion of the Premises, in excess of such Rent fairly allocable to such portion, Tenant shall pay to Landlord, as additional rent hereunder, fifty percent (50%) of the excess of each such payment of Rent or other consideration received by Tenant promptly after Tenant’s receipt of such Rent or other consideration. To the extent that a subtenant or assignee purchases goods or services from sublandlord or an affiliate of sublandlord for an amount in excess of the fair market value for

such goods or services, such costs incurred or amounts expended shall be deemed to be "other consideration" for purposes of calculating excess Rent due to Landlord hereunder.

14.7. Scope. The prohibition against assigning or subletting contained in this Section 14 shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease is assigned, or if the underlying beneficial interest of Tenant is transferred, or if the Premises or any part thereof is sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent due herein and apportion any excess rent so collected in accordance with the terms of Section 14.6, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the provisions regarding assignment and subletting, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. No assignment or subletting shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee), and Tenant shall not be released from performing any of the terms, covenants and conditions of this Lease.

14.8. Executed Counterparts. No sublease or assignment shall be valid, nor shall any subtenant or assignee take possession of the Premises, until (a) a fully executed counterpart of the sublease or assignment has been delivered to Landlord and Landlord, and (b) Tenant and the applicable assignee or subtenant have entered into a consent to assignment or sublease with Landlord in a form acceptable to Landlord.

14.9. Transfer of a Majority Interest. If Tenant is a non-publicly traded corporation, the transfer (as a consequence of a single transaction or any number of separate transactions) of fifty percent (50%) or more or of a controlling interest or the beneficial ownership interest of the voting stock of Tenant issued and outstanding as of the Effective Date shall constitute an assignment hereunder for which Landlord's prior written consent is required. If Tenant is a partnership, limited liability company, trust or an unincorporated association, the transfer of a controlling or majority interest therein shall constitute an assignment hereunder for which Landlord's prior written consent is required.

14.10. Additional Conditions. If this Lease is assigned, whether or not in violation of the terms of this Lease, Landlord may collect rent from the assignee. If the Premises or any part thereof is sublet, Landlord may, upon an Event of Default by Tenant hereunder, collect rent from the subtenant. In either event, Landlord may apply the amount collected from the assignee or subtenant to Tenant's monetary obligations hereunder. The consent by Landlord to an assignment or subletting hereunder shall not relieve Tenant or any assignee or subtenant from the requirement of obtaining Landlord's express prior written consent to any other or further assignment or subletting. In no event shall any subtenant be permitted to assign its sublease or to further sublet all or any portion of its subleased premises without Landlord's prior written consent. Neither an assignment or subletting nor the collection of rent by Landlord from any person other than Tenant, shall be deemed a waiver of any of the provisions of this Section 14 or release Tenant from its obligation to comply with the provisions of this Lease and Tenant shall remain fully and primarily liable for all of Tenant's obligations under this Lease. The voluntary or other surrender of this Lease by Tenant, the mutual cancellation thereof or the termination of this Lease by Landlord as a result of Tenant's default shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies. The voluntary or other surrender of this Lease by Tenant, the mutual cancellation thereof or the termination of this Lease by Landlord as a result of Tenant's default shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

15. Default by Tenant.

15.1. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" on the part of Tenant under this Lease:

15.1.1. Payment. Tenant fails to pay when due monthly Base Rent, additional Rent or any other amounts due hereunder, and such failure is not remedied by Tenant within five (5) days following Landlord's written notice that such amount remains unpaid;

15.1.2. Bankruptcy. The bankruptcy or insolvency of Tenant, any transfer by Tenant to defraud creditors, any assignment by Tenant for the benefit of creditors, or the commencement of any proceedings of any kind by or against Tenant under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act unless, in the event any such proceedings are involuntary, Tenant is discharged from the same within sixty (60) days thereafter; the appointment of a receiver for a substantial part of the assets of Tenant; the levy upon this Lease or any estate of Tenant hereunder by any attachment or execution; Tenant's discontinued business as a going concern; and Tenant's admission that it is unable to pay its debts as they mature;

15.1.3. Abandonment or Vacation. The abandonment or vacation of the Premises for a period in excess of five (5) consecutive business days;

15.1.4. Performance of Lease Terms. Tenant's failure to perform any of the terms, covenants, agreements or conditions of this Lease to be observed or performed by Tenant (excluding any Event of Default under Section 15.1.1 above or Sections 15.1.5 through 15.1.8 below), which default has not been cured within thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within the 30-day period, Tenant shall not be deemed to be in default if within such period Tenant shall commence such cure and thereafter diligently prosecute the same to completion, and further provided that if the nature of the default is such that a more expeditious cure is reasonably required, such lesser period as provided in Landlord's notice to Tenant; and

15.1.5. Failure to Comply. Tenant's failure to comply with the provisions contained in Sections 18 and 19, failure to timely surrender the Premises upon expiration or termination of the Lease, and failure to maintain insurance pursuant to this Lease and provide evidence thereof to Landlord.

15.1.6. Misrepresentation. Tenant makes or has made or furnishes or has furnished any warranty, representation or statement to Landlord in connection with this Lease, or any other agreement made by Tenant for the benefit of Landlord, which is or was false or misleading in any material respect when made or furnished; or

15.1.7. Assignment. Tenant assigns this Lease or subleases any portion of the Premises in violation of this Lease; or

15.1.8. Guarantor. The default by any guarantor of Tenant's obligations under this Lease of any provision of such guarantor's guaranty, or the attempted repudiation or revocation of any such guaranty or any provision thereof by such guarantor.

An Event of Default shall constitute a default by Tenant under this Lease. In addition, any notice required to be given by Landlord under this Lease shall be in lieu of, and not in addition to, any notice required under Section 1161 of the California Civil Code of Procedure. Tenant shall pay to Landlord the amount of Two Hundred Fifty Dollars (\$250.00) for each notice of default given to Tenant under this Lease, which amount is the amount the parties reasonably estimate will compensate Landlord for the cost of giving such notice of default, and reimburse Landlord for any attorneys' fees and other costs where consultation with an attorney is undertaken in connection with such Event of Default.

15.2. Remedies. In the event of an Event of Default by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

15.2.1. 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 terminating Tenant's right to sublet or assign this Lease, subject only to reasonable limitations as herein 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.

15.2.2. 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, together with interest at the Interest Rate from the date paid by Landlord until reimbursed in full by Tenant, and will become due and payable on demand by Landlord.

15.2.3. 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. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including, but not limited to, its re-entry into the Premises, its efforts to relet the Premises, its reletting of the Premises for Tenant's account, its storage of Tenant's personal property and trade fixtures, its acceptance of keys to the Premises from Tenant, its appointment of a receiver, or its exercise of any other rights and remedies under this Section 15 or otherwise at law, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises. Upon such termination in writing of Tenant's right to possession of the Premises, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in California Civil Code Section 1951.2 or any other applicable existing or future Law providing for recovery of damages for such breach, including but not limited to the following: (A) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus (B) 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 Rent loss that is proved could have been reasonably avoided; plus (C) 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 Rent loss that is proved could be reasonably avoided; plus (D) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus (E) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable Law. In addition, Landlord shall be entitled to recover from Tenant the unamortized portion of any tenant improvement allowance, free rent or other allowance provided by Landlord to Tenant and any brokerage commission or finders' fee paid or incurred by Landlord in connection with this Lease (amortized with interest at the Interest Rate on a straight line-basis over the original term of this Lease.) Upon any such termination of Tenant's possessory interest in and to the Premises, Tenant (and at Landlord's sole election, Tenant's sublessees) shall no longer have any interest in the Premises, and Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises which Landlord in its sole discretion deems reasonable and necessary. The "**worth at the time of award**" of the amounts referred to in subsections (A) and (B) above is computed by allowing interest at the maximum rate an individual is permitted by law to charge. The worth at the time of award of the amount referred to in subsection (C) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and taking possession of the Premises or removing and storing Tenant's personal property pursuant to this Section 15, and Tenant shall indemnify, defend and hold Landlord harmless from and against any and all Claims resulting from any such act. No reentry by Landlord shall constitute or be construed as a forcible entry by Landlord.

15.2.4. Additional Remedies. Pursue any other legal or equitable remedy available to Landlord. Unpaid installments of Rent and other unpaid monetary obligations of

Tenant under the terms of this Lease shall bear interest from the date due at the rate of ten percent (10%) per annum.

15.3. Waiver of Right of Redemption. In the event Tenant is evicted or Landlord takes possession of the Premises by reason of any default by Tenant hereunder, Tenant hereby waives, for itself and all persons claiming by and under Tenant, all rights and privileges which it might have under any present or future Law to redeem the Premises or to continue this Lease after being dispossessed or ejected from the Premises.

15.4. Continuation. Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover Rent as it becomes due under this Lease. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease, shall not constitute a termination of Tenant's right to possession.

15.5. Tenant's Exercise Rights. In the event Tenant is in default under any provision of this Lease then, at Landlord's sole election: (i) Tenant shall not have the right to exercise any available right, option or election under this Lease ("**Tenant's Exercise Rights**"), (ii) Tenant shall not have the right to consummate any transaction or event triggered by the exercise of any of Tenant's Exercise Rights, and (iii) Landlord shall not be obligated to give Tenant any required notices or information relating to the exercise of any of Tenant's Exercise Rights hereunder.

16. Default by Landlord. Landlord shall not be in default under this Lease unless Landlord, or the holder of any mortgage, deed of trust or ground lease covering the Premises, fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord certified mail, postage prepaid, and to the holder of any first mortgage, deed of trust or ground lease covering the Premises whose name and address shall have been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord or the holder of any such mortgage, deed of trust or ground lease commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant be entitled to terminate this Lease by reason of Landlord's default, and Tenant's remedies shall be limited to an action for monetary damages at law.

17. Security Deposit. Intentionally Deleted.

18. Estoppel Certificate; Financial Information.

18.1. Estoppel Certificate. Tenant shall, within seven (7) days after notice from Landlord, execute, acknowledge and deliver to Landlord a statement certifying (i) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), (ii) the amount of the Rent and the Security Deposit, (iii) the date to which the Rent has been paid, (iv) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed, and (v) such other matters as may reasonably be requested by Landlord. Any such statement may be conclusively relied upon by Landlord and any prospective purchaser or encumbrancer of the Building. If Tenant fails to deliver such statement within the time required hereunder, such failure shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) there are no uncured defaults in Landlord's performance of its obligations hereunder, (iii) not more than one month's installment of Monthly Base Rent has been paid in advance, and (iv) any other statements of fact included by Landlord in such statement are correct.

18.2. Financial Statements. If Landlord desires to sell all or any portion of its interest in the Building or the Project or to finance or refinance the Building or the Project, Tenant agrees to deliver to Landlord and any lender or prospective purchaser designated by

Landlord such financial statements of Tenant as may be reasonably required by Landlord or such lender or prospective purchaser. All such financial statements shall be received by Landlord in confidence and shall be used for the purposes herein set forth. In addition, within seven (7) days after Landlord's written request, Tenant shall deliver to Landlord Tenant's most current quarterly and annual financial statements audited by Tenant's certified public accountant. If audited financial statements are not available, Tenant shall deliver to Landlord Tenant's financial statements certified to be true and correct by Tenant's chief financial officer. Tenant's annual financial statements shall not be dated more than twelve (12) months prior to the date of Landlord's request.

18.3. **Failure to Provide.** Tenant acknowledges and agrees that its failure to execute such certificate or deliver financial statement may cause Landlord serious financial damage by causing the failure of a sale or financing transaction and giving Landlord all of its rights and remedies under Section 15 above, including its right to damages caused by the loss of such sale or financing.

19. **Subordination.** This Lease is expressly made subject and subordinate to any mortgage, deed of trust, ground lease, underlying lease or like encumbrance affecting the Building or any interest of Landlord therein which is now existing or hereafter executed or recorded, any present or future modification, amendment or supplement to any of the foregoing, and to any advances made thereunder (any of the foregoing being a "**superior interest**") without the necessity of any further documentation evidencing such subordination. Notwithstanding the foregoing, Tenant shall, within ten (10) business days after Landlord's request, execute and deliver to Landlord a document, in customary and reasonable form, evidencing the subordination of this Lease to a particular superior interest. Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such instrument in the name of Tenant if Tenant fails to do so within such time. If the interest of Landlord in the Project or the Building is transferred to any person ("**Purchaser**") pursuant to or in lieu of foreclosure or other proceedings for enforcement of any superior interest, Tenant shall immediately attorn to the Purchaser, and this Lease shall continue in full force and effect as a direct lease between the Purchaser and Tenant on the terms and conditions set forth herein, provided that Purchaser acquires and accepts the Project and Building subject to this Lease. Notwithstanding the subordination of this Lease to superior interest as set forth above, the holder of any superior interest may at any time (including as part of foreclosure or other proceedings for enforcement), upon written notice to Tenant, elect to have this Lease be prior and superior to such superior interest. Further, if any lender that intends to acquire an interest in, or holds a mortgage or deed of trust encumbering any portion of the Project, should require either the execution by Tenant of an agreement requiring Tenant to send such lender written notice of any default by Landlord under this Lease, giving such lender the right to cure such default until such lender has completed foreclosure, and/or preventing Tenant from terminating this Lease (to the extent such termination right would otherwise be available) unless such default remains uncured after foreclosure has been completed, and/or any modification of the agreements, covenants, conditions or provisions of this Lease, then Tenant agrees that it shall, within ten (10) days after Landlord's request, execute and deliver such agreement and modify this Lease as required by such lender or ground lessor; provided, however, that no such modification shall affect the length of the term or increase the Rent payable by Tenant, or materially diminish Tenant's rights or materially increase its obligations under this Lease.

20. **Attorneys' Fees.** If Landlord uses the services of an attorney in order to secure Tenant's compliance with the terms of this Lease, Tenant shall reimburse Landlord upon demand for any and all reasonable attorneys' fees and expenses incurred by Landlord, whether or not formal legal proceedings are instituted by Landlord. In any action or proceeding which Landlord or Tenant brings against the other party in order to enforce its respective rights hereunder or by reason of the other party failing to comply with all of its obligations hereunder, whether for declaratory or other relief, the unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees, to be fixed by the court, and said costs and attorneys' fees shall be made a part of the judgment in said action. A party shall be deemed to have prevailed in any action (without limiting the definition of prevailing party) if such action is dismissed upon the payment by the other party of the amounts allegedly due or the performance of obligations which were allegedly not performed, or if such party obtains substantially the relief sought by such party in the action, regardless of whether such action is prosecuted to judgment.

21. Notices. All notices, consents, demands, and other communications from one party to the other given pursuant to the terms of this Lease shall be in writing and shall be personally delivered, delivered by courier service, delivered by national overnight delivery service (e.g., Federal Express, Airborne Express and UPS), or deposited in the United States mail, certified or registered, postage prepaid, and, if an email address is provided in the Basic Lease Information, with a copy of each notice simultaneously delivered by email, addressed as follows: to Tenant at the address(es) specified in the Basic Lease Information or to such other place as Tenant may from time to time designate in a notice to Landlord; to Landlord at the address(es) specified in the Basic Lease Information, or to such other place and to such other parties as Landlord may from time to time designate in a notice to Tenant. Notices delivered personally or sent same-day courier will be effective immediately upon delivery to the addressee at the designated address; notices sent by overnight courier will be effective one (1) Business Day after acceptance by the service for delivery; notices sent by mail will be effective two (2) Business Days after mailing. In the event Tenant requests multiple notices hereunder, Tenant will be bound by such notice from the earlier of the effective times of the multiple notices.

22. General Provisions.

22.1 Applicable Law. This Lease shall be governed by and construed in accordance with the internal laws of the State in which the Project is located, notwithstanding any choice of law statutes, regulations, provisions or requirements to the contrary.

22.2 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.

22.3 Waiver. No provision of this Lease shall be deemed waived by Landlord unless such waiver is in a writing signed by Landlord. No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver. Landlord's or Tenant's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to, or approval of, any subsequent act by the other party.

22.4 Authority. If Tenant is an entity, Tenant and each person executing this Lease on behalf of Tenant, hereby covenants and warrants that (a) Tenant is duly established or formed and validly existing under the laws of its state of establishment or formation, (b) Tenant has and is duly qualified to do business in the state in which the Project is located, (c) Tenant has full power and authority to enter into this Lease and to perform all Tenant's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Lease on behalf of Tenant is duly and validly authorized to do so.

22.5 Entry. Landlord may, at any and all reasonable times, enter the Premises to (a) inspect the same and to determine whether Tenant is in compliance with its obligations hereunder, (b) supply any service Landlord is required to provide hereunder, (c) show the Premises to prospective lenders, purchasers or tenants, (d) post notices of non-responsibility, and (e) alter, improve or repair the Premises or any other portion of the Building or Property. Landlord shall provide Tenant with reasonable notice, except in the event of an emergency. In the last nine (9) months of the Term, Landlord may post "for rent" signs on the Building or Premises.

22.6 Limitation of Liability. The term "Landlord," as used in this Lease, shall mean only the owner or owners of the Building at the time in question. In the event that Landlord or any successor owner of the Building or Project sells or conveys the Building or Project, then all liabilities and obligations of Landlord or the successor owner under this Lease accruing after the sale or conveyance shall terminate and become binding on the new owner, and Tenant shall release Landlord from all liability under this Lease (including, without limitation, the Security Deposit), except for acts or omissions of Landlord occurring prior to such sale or conveyance. Tenant expressly agrees that (i) the obligations of Landlord shall not constitute personal obligations of the officers, directors, partners, employees, affiliates, joint venturers, members, trustees, owners, shareholders, or other principals, agents or representatives of Landlord ("**Member of Landlord**"), and (ii) Tenant shall have recourse only to Landlord's interest in the Building of which the Premises are a part for the satisfaction of such obligations

and not against the other assets of Landlord. In this regard, Tenant agrees that in the event of any actual or alleged failure, breach or default by Landlord of its obligations under this Lease, that (i) no Member of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction of Landlord), (ii) no judgment will be taken against any Member of Landlord, and any judgment taken against any Member of Landlord may be vacated and set aside at any time without hearing, (iii) no writ of execution will ever be levied against the assets of any Member of Landlord (other than the Landlord itself and its interests the Project), and (iv) these agreements by Tenant are enforceable both by Landlord and by any Member of Landlord. Wherever in this Lease Tenant (a) releases Landlord from any claim or liability, (b) waives or limits any right of Tenant to assert any claim against Landlord or to seek recourse against any property of Landlord or (c) agrees to indemnify Landlord against any matters, the relevant release, waiver, limitation or indemnity shall run in favor of and apply to Landlord, the constituent shareholders, partners, members, or other owners of Landlord, and the directors, officers, employees and agents of Landlord and each such constituent shareholder, partner, member or other owner.

22.7 Authority. If Tenant is a corporation, limited liability company or partnership, each individual executing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, company or partnership in accordance with, where applicable, a duly adopted resolution of the board of directors of the corporation, the vote of the members of the limited liability company or the vote of the partners within the partnership, and that this Lease is binding upon the corporation, company or partnership in accordance with its respective articles of incorporation and bylaws, operating agreement or partnership agreement.

22.8 Time. Time is expressly declared to be of the essence of this Lease and of each and every covenant, term, condition, and provision hereof.

22.9 Joint and Several Liability. If there is more than one party comprising Tenant, the obligations imposed on Tenant shall be joint and several.

22.10 Construction. The language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for nor against either Landlord or Tenant.

22.11 Definitions. As used in this Lease and whenever required by the context thereof, each number, both singular and plural, shall include all numbers and in each gender shall include all genders. Landlord and Tenant, as used in this Lease or in any other instrument referred to in or made a part of this Lease, shall likewise include both the singular and the plural, a corporation, limited liability company, partnership, individual or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity.

22.12 Force Majeure. Any delay in construction, repairs, or rebuilding any building, improvement or other structure herein shall be excused and the time limit extended to the extent that the delay is occasioned by reason of acts of God, labor troubles, laws or regulations of general applicability, acts of Tenant or other occurrences beyond the reasonable control of Landlord. Accordingly, Landlord's obligation to perform shall be excused for the period of the delay and the period for performance shall be extended for a period equal to the period of such delay. In no event shall monetary obligations be excused by Force Majeure.

22.13 Waiver of Jury Trial. IF ANY ACTION OR PROCEEDING BETWEEN LANDLORD AND TENANT TO ENFORCE THE PROVISIONS OF THIS LEASE (INCLUDING AN ACTION OR PROCEEDING BETWEEN LANDLORD AND THE TRUSTEE OR DEBTOR IN POSSESSION WHILE TENANT IS A DEBTOR IN A PROCEEDING UNDER ANY BANKRUPTCY LAW) PROCEEDS TO TRIAL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY IN SUCH TRIAL. Landlord and Tenant agree that this paragraph constitutes a written consent to waiver of trial by jury within the meaning of California Code of Civil Procedure Section 631(d)(2), and each party does hereby authorize and empower the other party to file this paragraph and/or this Lease, as

required, with the clerk or judge of any court of competent jurisdiction as a written consent to waiver of jury trial.

22.14 Broker's Fee. Tenant represents and warrants that it has negotiated this Lease directly with the real estate broker(s) identified in the Basic Lease Information (the "**Brokers**") and has not authorized or employed, or acted by implication to authorize or to employ, any other real estate broker or salesman to act for Tenant in connection with this Lease. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all Claims by any real estate broker or salesman other than the Brokers for a commission, finder's fee or other compensation as a result of Tenant's entering into this Lease. Landlord shall pay any commissions or fees that are payable to Brokers with respect to this Lease in accordance with the provisions of a separate commission contract.

22.15 Relocation. Landlord shall have the continuing right, upon thirty (30) days' prior written notice to Tenant, to relocate Tenant to reasonably similar space elsewhere in the Project of approximately the same size as the Premises. In the event that Landlord shall exercise such right subsequent to Tenant's occupancy of the Premises, Landlord shall pay all reasonable costs of moving Tenant to such new space. If Landlord moves Tenant to such new space, then this Lease and each and all of the terms and covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space, except that the new space shall be substituted for the current space, a revised floor plan shall become part of this Lease and shall reflect the location of the new space and Base Rent shall be proportionately adjusted to reflect any change in the rentable square footage of the new space as compared to the original Premises. Tenant's failure to timely relocate in accordance with Landlord's notice shall constitute an Event of Default under this Lease. Nothing contained in this Section 22.16 confer relocation rights upon Tenant.

22.16 Survival of Tenant Obligations. The obligations of Tenant under this Lease shall survive the termination or expiration of this Lease with respect to any damage, liability, loss, or expense arising out of or in connection with this Lease or Tenant's use or occupancy of the Premises.

22.17 Nondisclosure. Tenant agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord, and that disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate with other tenants. Tenant hereby agrees that Tenant and its partners, officers, directors, employees, agents, real estate brokers and sales persons and attorneys shall not disclose the terms of this Lease to any other person without Landlord's prior written consent, except to any accountants of Tenant in connection with the preparation of Tenant's financial statements or tax returns, to Tenant's consultants, attorneys, insurers, and to an assignee of this Lease or sublessee of the Premises, or to an entity or person to whom disclosure is required by applicable law or in connection with any action brought to enforce this Lease.

22.18 Hazardous Substance Disclosure. California law requires landlords to disclose to tenants the existence of certain hazardous substances. Accordingly, the existence of gasoline and other automotive fluids, maintenance fluids, copying fluids and other office supplies and equipment, certain construction and finish materials, tobacco smoke, cosmetics and other personal items, and asbestos-containing materials ("**ACM**") must be disclosed. Gasoline and other automotive fluids are found in the garage area of the Building. Cleaning, lubricating and hydraulic fluids used in the operation and maintenance of the Building are found in the utility areas of the Building not generally accessible to Building occupants or the public. Many Building occupants use copy machines and printers with associated fluids and toners, and pens, markers, inks, and office equipment that may contain hazardous substances. Certain adhesives, paints and other construction materials and finishes used in portions of the Building may contain hazardous substances. Although smoking is prohibited in the public areas of the Building, these areas may, from time to time, be exposed to tobacco smoke. Building occupants and other persons entering the Building from time-to-time may use or carry prescription and non-prescription drugs, perfumes, cosmetics and other toiletries, and foods and beverages, some of which may contain hazardous substances. Further, certain portions of the Building contain ACM in the form of pipe insulation located in areas generally inaccessible to Building occupants and visitors, such as machinery and utility rooms, the inside of sealed walls and above suspended

ceilings. Landlord has made no special investigation of the Premises with respect to any hazardous substances. Tenant agrees not to expose or disturb any ACM unless Landlord has given Tenant prior written consent thereto and Tenant complies with all applicable Laws.

22.19 Integration. This Lease, including attached Exhibits and Basic Lease Information, contains all agreements and understandings of the parties and supersedes and cancels any and all prior or contemporaneous written or oral agreements, instruments, understandings, and communications of the parties with respect to the subject matter herein. The Basic Lease Information and Exhibits and attached to this Lease are incorporated herein by this reference.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease on the date first mentioned above.


“Landlord”

“Tenant”

SR STONY POINT DE LLC,
a Delaware limited liability company

SANTA ROSA ELEMENTARY SCHOOL
DISTRICT, a public school district


By: G & W Ventures, LLC,
a California limited liability company,
Its Manager

By: 

4DCF486643D84F8...
Lisa Cavin
Associate Superintendent

By: _____
Matthew T. White,
Manager

SANTA ROSA HIGH SCHOOL DISTRICT,
a public school district

By: 

4DCF486643D84F8...
Lisa Cavin
Associate Superintendent

ADDENDUM

23. Option to Lease Suite 210. Landlord grants to Tenant the option to lease Suite 210 in the Building consisting of 17,676 rentable square feet of space effective upon the day after the expiration or earlier termination of the current lease in effect for Suite 210 (the “Existing Suite 210 Lease”), which is currently scheduled to expire on July 31, 2027. Tenant shall exercise its option by delivering written notice to Landlord (the “Suite 210 Exercise Notice”) no later than the earlier of (a) thirty (30) days after the date upon which Tenant receives notice of the early termination of the Suite 210 Lease, and (b) the last day that Tenant may timely deliver the first Tenant’s Extension Notice pursuant to Section 26(a); provided that Tenant is not permitted to deliver a Suite 210 Exercise Notice without concurrently delivering the first Tenant’s Extension Notice pursuant to Section 26(a) unless Tenant is required to deliver the Suite 201 Exercise Notice more than twelve (12) months prior to the expiration of the Term due to the early termination of the Existing Suite 210 Lease. If Tenant does not timely provide Landlord with the Suite 210 Exercise Notice, then Tenant’s option to lease Suite 210 shall expire and be of no further force or effect. If Tenant timely delivers the Suite 210 Exercise Notice, then Suite 210 shall be added to the Premises being rented pursuant to this Lease in its then-existing as-is condition, and otherwise on the same terms and conditions of the Lease for the Premises, effective immediately following the expiration or earlier termination of the Existing Suite 210 Lease, including Base Rent rental rates per square foot, but excluding any free rent or tenant improvements provided by Landlord with respect to the Premises.

24. Lease Termination Option. **Tenant shall have the right to terminate this Lease effective on or at any time after January 1, 2026, but only if (a)** Tenant provides Landlord with written notice of its exercise of its termination right (the “Termination Notice”), including the effective date of termination selected by Tenant that is on or after January 1, 2026 (the “Termination Date”), and (b) the Termination Notice is delivered to Landlord at least three hundred (300) days prior to the selected Termination Date, and (c) the purpose of the termination is for Tenant to relocate its school district operations in the Premises to a building on land owned by Tenant, the City of Santa Rosa, or a political subdivision of the City of Santa Rosa, (d) Tenant provides reasonable written documentation evidencing such purpose, (e) Tenant shall, no later than the Termination Date, pay a termination fee to Landlord equal to the unamortized portion of the free rent and leasing commissions paid or incurred by Landlord in connection this Lease, plus interest at the rate of eight percent (8%) per year, based on an amortization period equal to the initial 4-year Term, and (f) Tenant in fact relocates all or substantially all of its school district operations in the Premises to a building on land owned by Tenant, the City of Santa Rosa, or a political subdivision of the City of Santa Rosa within ninety (90) days following the Termination Date.

25. Public School Meetings. Notwithstanding anything to the contrary in the Lease, (a) Tenant may conduct school board meetings open to the public within Suite 105 twice per calendar month, (b) such meetings shall be conducted after 6:00 p.m., (c) all persons attending the meetings shall enter Suite 105 through the door adjacent to the parking lot that leads directly into Suite 105, and shall only use the restrooms located within Suite 105, (d) persons attending the meetings shall not be permitted to enter the Common Areas of the Building, including without limitation the entrance to the Building lobby or any restrooms located outside of Suite 105, (e) persons attending the meetings shall be permitted to park in available, unreserved parking spaces in the Project, (f) Landlord shall provide HVAC in the Premises during such meetings at no additional cost to Tenant, up to a maximum of five (5) hours per meeting, and (g) Tenant shall provide reasonably adequate security during such meetings at its sole cost and expense, including without limitation at least one (1) security guard who shall be present during the entire meeting and until all members of the public have left the Project, and (h) Tenant shall, at its sole cost and expense, repair any damages to the parking lot, Building, Suite 105 or other areas, buildings, or components of the Project caused by attendees of the public meetings. In addition to the two aforementioned public school board meetings per calendar month, Tenant shall be allowed to host one (1) additional school board meeting open to the public in the Premises per calendar month (the “**Additional Meetings**”) on the same terms and conditions set forth above, except that Tenant shall provide Landlord with 24 hours’ prior notice and pay for any HVAC usage required for such Additional Meetings as contemplated by Section 8.

26. Option to Extend.

a. Option to Extend. Tenant shall have two (2) options to extend the Term for a period of one (1) year each (each an “**Extension Term**”), provided that at the time Tenant’s Extension Notice (defined below) is given and at the time the applicable Extension Term is to commence no default by Tenant exists under this Lease. Tenant shall exercise such option(s), if at all, by written notice (“**Tenant’s Extension Notice**”) to Landlord not later than nine (9) months, nor earlier than twelve (12) months, prior to the expiration of the original Term or the first Extension Term, as applicable. Tenant’s failure to deliver a Tenant’s Extension Notice to Landlord in a timely manner shall be deemed a waiver of Tenant’s options to extend the Term, regardless of whether Landlord delivered a prior reminder to Tenant and regardless of any inaccuracies in any prior reminder.

b. Exercise of Option.

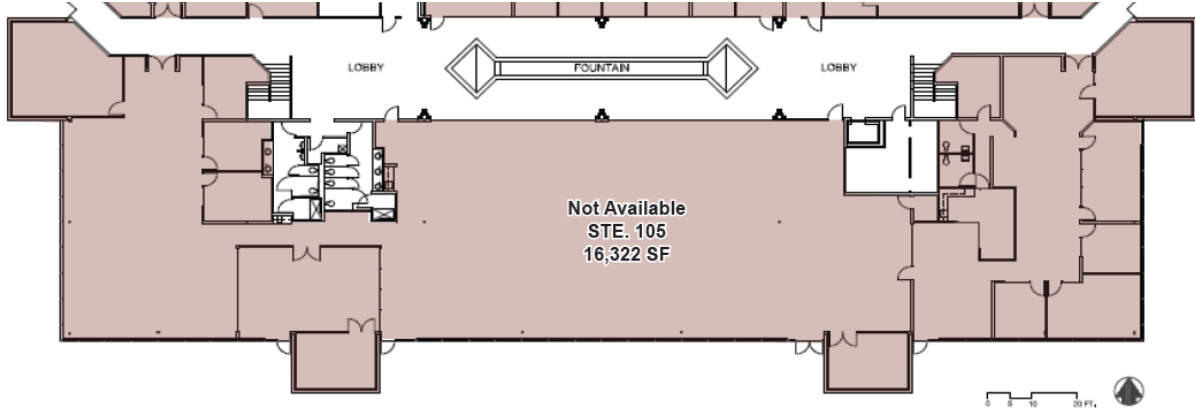
(1) If Tenant exercises its extension option(s) for an Extension Term, the Term shall be extended for an additional period of one (1) year on all of the terms and conditions of this Lease, except (i) the number of options to extend the Term shall be reduced by one (1), (ii) Landlord shall not be required to pay to Tenant any tenant improvement allowance or inducement and Tenant shall accept the Premises at the commencement of the Extension Term in its then existing “as-is” condition and (iii) the monthly Base Rent for the Extension Term(s) shall be equal to one hundred five percent (105%) of the Base Rent in effect during the immediately preceding year of the Term.

(2) Real Estate Commission. Tenant shall be responsible for all brokerage costs and/or finder’s fees associated with Tenant’s exercise of its option to extend the Term made by parties claiming through Tenant. Landlord shall be responsible for all brokerage costs and/or finder’s fees associated with Tenant’s exercise of its option to extend the Term made by parties claiming through Landlord.

EXHIBIT A-1

DIAGRAM OF PREMISES

Suite 105



Suite 225

1,896 RSF
Suite 225

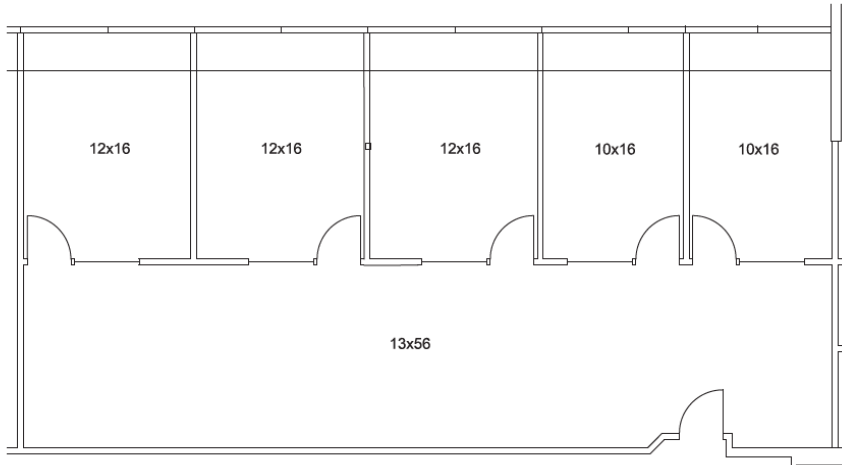
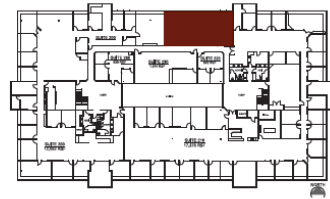
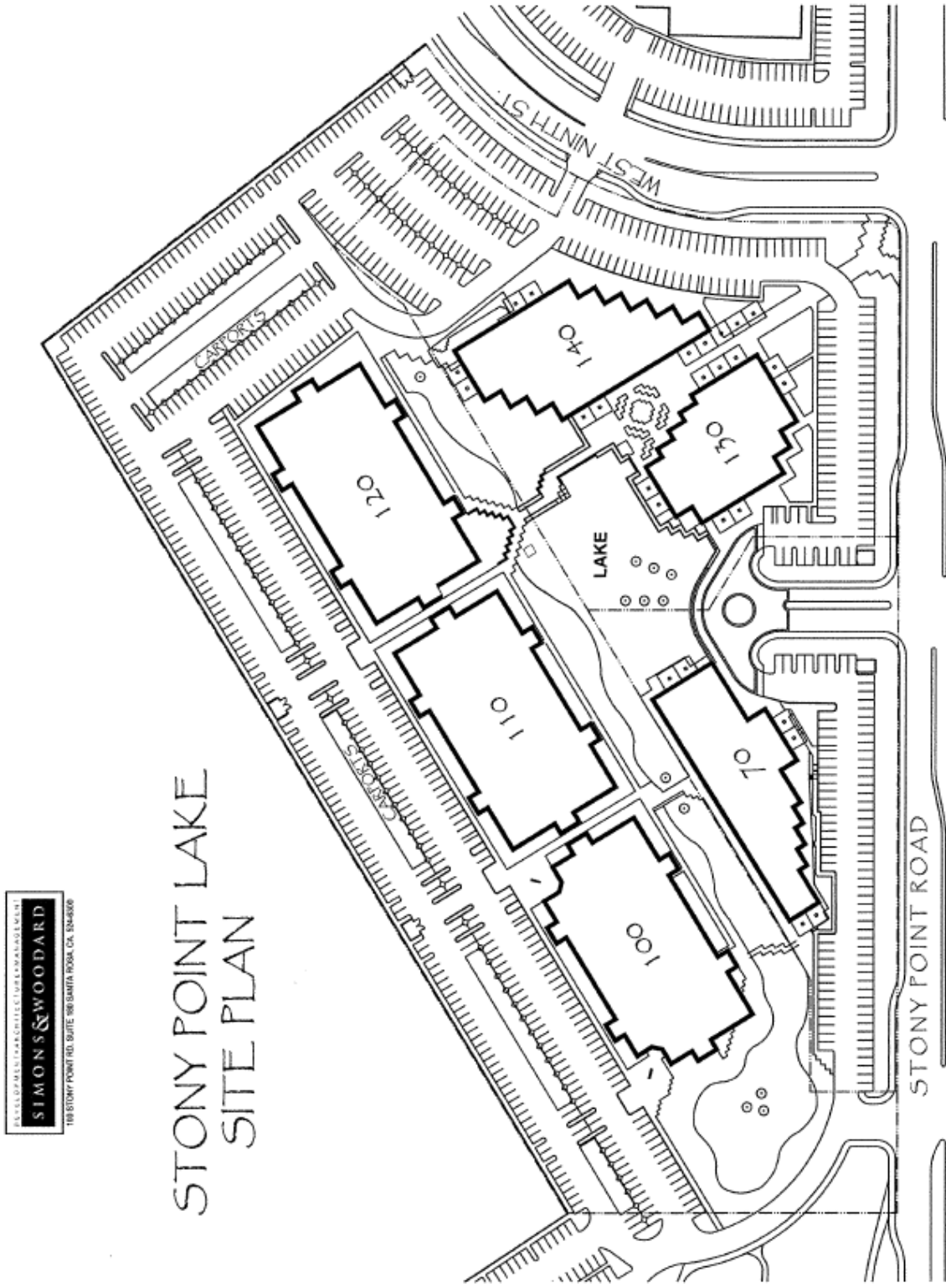


EXHIBIT A-2

DIAGRAM OF PROJECT



STONY POINT LAKE
SITE PLAN

ARCHITECTURAL ARCHITECTURE MANAGEMENT
SIMONS & WOODARD
100 STONY POINT RD. SUITE 100 SANTA ROSA, CA 95405

EXHIBIT B

Intentionally Deleted.

EXHIBIT C

COMMENCEMENT DATE MEMORANDUM

With respect to that certain lease ("Lease") dated _____, _____, between _____, a _____ ("Tenant"), and _____, a _____ ("Landlord"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord approximately _____ rentable square feet of space ("Premises") in the building located at _____, Tenant hereby acknowledges and certifies to Landlord as follows:

- (1) The Commencement Date is _____ and the Expiration Date is _____;
- (2) The Premises contain _____ rentable square feet of space; and
- (3) Tenant has accepted and is currently in possession of the Premises and the Premises are acceptable for Tenant's use.

IN WITNESS WHEREOF, this Commencement Date Memorandum is executed this _____ day of _____, 20____.

"Tenant"

a _____

By: _____

Name: _____

Its: _____

THIS PAGE IS FOR EXHIBIT PURPOSES ONLY.

PLEASE DO NOT FILL OUT.

EXHIBIT D

Common Area Rules and Regulations:

The following rules and regulations (these "**Rules and Regulations**") are hereby made a part of the lease agreement (the "**Lease**") entered into between Landlord and Tenant, and Tenant agrees that Tenant's employees and agents, or any others permitted by Tenant to occupy or enter the Premises, will at all times abide by these Rules and Regulations, unless otherwise specified or provided for in the Lease. Terms used but not defined herein shall have the meaning set forth in the Lease.

1. The driveways, entrances and exits to the Project, sidewalks, passages, building entries, lobbies, corridors, stairways, and elevators of the Building shall not be obstructed by Tenant, or Tenant's agents or employees, or used for any purpose other than ingress and egress to and from the Premises. Tenant or Tenant's agents or employees shall not loiter on the lawn areas or other common areas of the Project.
2. Furniture, freight equipment and supplies will be moved in or out of the Building only through the rear service entrances or other entrances designated by Landlord and then only during such hours and in such manner as may be reasonably prescribed by Landlord. Tenant shall cause its movers to use only the loading facilities and entrances designated by Landlord, and to use reasonable protective measures (e.g. Masonite covering for common area floors) to protect floors, wall, doors, etc. In the event Tenant's movers damage any part of the Building or Project, Tenant shall pay to Landlord the amount required to repair said damage upon Landlord's written request.
3. No safe or article, the weight of which may in the opinion of Landlord constitute a hazard to or damage to the Building or the Building's equipment, shall be moved into the Premises without Landlord's prior written approval, but such consent or approval shall not be unreasonably withheld, conditioned or delayed. Landlord and Tenant shall mutually agree to the location of such articles in the Premises. All damage done to the Project, Building or Premises by putting in, taking out or maintaining extra heavy equipment shall be repaired at the expense of Tenant.
4. Landlord reserves the right to close and keep locked any and all entrances and exits of the Building and Project and gates or doors closing the parking areas thereof during such hours as Landlord may deem advisable for the adequate protection of the Project and all tenants and occupants therein. Tenant is responsible for coordinating vendor access to mechanical rooms, telecommunication closets and other restricted areas with the building manager in advance during regular business hours.
5. Except as otherwise provided for in the Lease, no sign (including A-frame, banner or other non-permanent signs), advertisement or notice shall be inscribed, painted, affixed, placed or displayed on any part of the inside or outside of the Building unless of such color, size and style and in such place upon or in the Building as shall be first approved in writing by Landlord. No furniture or other items shall be placed in front of the Building or in any lobby, restroom or corridor without the prior written consent of Landlord. Landlord shall have the right to remove all non-permitted signs, furniture and other items without notice to Tenant.
6. Tenant shall not employ any person or persons other than the janitor or cleaning contractor of Landlord for the purpose of cleaning or taking care of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Except as otherwise provided in the Lease, Landlord shall in no way be responsible to Tenant for any loss of property from the Premises, however occurring. Landlord shall be allowed admittance to the Premises in accordance with the provisions set forth in the Lease. The janitor of the Building may at all times keep a pass key to the Premises if Landlord is providing janitorial service for the Premises.
7. Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended, and any damage resulting to the same from misuse on the part of Tenant or Tenant's agents or employees, shall be paid for by Tenant. No person shall waste water by tying back or wedging the faucets or in any other manner.
8. No animals except as otherwise required by applicable Laws shall be allowed on the lawns or sidewalks or in the offices, restrooms, halls, and corridors of the Building. Tenant shall be responsible for any inappropriate behavior of any animals brought onto the Project by its

employees, invitees and contractors, and in no event shall aggressive animals be allowed.

9. Tenant shall conduct its business in a quiet and orderly manner so as not to create unreasonable noise. Should sound mitigation measures be required due to sounds originating in the Premises, the costs of such measures shall be paid for by Tenant. No loud speakers, televisions, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of the Landlord. Tenant's machines or equipment that cause noise or vibration that maybe transmitted to the structure of the Building or to any space therein, and that is objectionable to Landlord or to any tenants in the Building, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration.

10. Bicycles or other vehicles, other than wheel chairs, shall not be permitted in the offices, halls, corridors and lobbies in the Building nor shall any obstruction of sidewalks or entrances of the Building by such be permitted.

11. Tenant shall not allow anything to be placed on the outside of the Building, nor shall anything be thrown by Tenant or Tenant's agents or employees, out of the windows or doors, or down the corridors, ventilation ducts or shafts of the Building. Tenant, except in case of fire or other emergency, shall not open any outside window.

12. Except as approved in writing by Landlord, no drapes, curtains, shades, screens, films or other coverings of any nature shall be hung at, applied to or used in connection with any window or exterior door on the Premises. Tenant shall not place anything against or near the glass partitions, doors or windows in the Premises which may appear unsightly from outside the Premises. Tenant shall not obstruct the windows, glass doors, lights or skylights that shine, reflect or admit light into the Building. All blinds or other window coverings approved by Landlord are to be fully extended at all times so as to provide consistent appearance and assist with energy conservation.

13. No awnings shall be placed over any window or entrance.

14. All garbage, including wet garbage, refuse or trash shall be placed by Tenant in the receptacles designated by Landlord for that purpose. Tenant shall not place in any trash or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal within the Building, such as furniture and other large items. Dumping of garbage or other items or materials within the Project, including designated refuse collection areas and parking lots, is prohibited. Tenant shall not burn any trash or garbage at any time in or about the leased Premises or any area of the Project. Tenant and Tenant's officers, agents, and employees shall not throw cigar or cigarette butts or other substances or litter of any kind in or about the Project.

15. Tenant shall not install or operate any steam or gas engine or boiler, or other machinery or carry on any mechanical business, other than such mechanical business which normally is identified with general use in the Premises. Explosives or other articles of an extra hazardous nature shall not be brought into the Building complex.

16. Any painting or decorating as may be agreed to be done by and at the expense of Landlord shall be done during regular weekday working hours. Should Tenant desire such work on Saturdays, Sundays, holidays or outside of regular working hours, Tenant shall pay for the extra cost thereof, if any.

17. Tenant and Tenant's agents and employees shall not park in any spaces designated for visitor parking or otherwise reserved for others, and, if applicable, shall park their vehicles in areas designated from time-to-time by Landlord for employee parking. Overnight parking is prohibited except as expressly permitted in Tenant's lease. If permitted, overnight parking is subject to the prior approval of the building manager and must be in the area designated by the building manager. Any vehicles parked overnight without authorization may be towed at Tenant's expense. Parking areas shall be used solely for the parking of passenger vehicles and shall not be used for the parking or storage of commercial vehicles, trailers, storage containers or other items. No vehicle shall be parked in more than one parking space at a time.

18. Tenant shall not mark, drive nails, screw, bore, or drill into, paint or in any way deface the common area walls, exterior walls, roof, foundations, bearing walls, or pillars without the prior written consent of Landlord. The expense of repairing any breakage, stoppage or damage resulting from a violation of this rule shall be borne by Tenant.

19. No waiver of any rule or regulation by Landlord shall be effective unless expressed in

writing and signed by Landlord or his authorized agent.

20. Tenant shall be responsible for cleaning up any trash blowing around their facility that may have been left by their customers or employees.

21. Tenant and its guests and invitees must observe all signage regarding smoking and vaping, and may only smoke or vape in designated smoking areas. Smoking and vaping are prohibited at the entry to each Building in accordance with applicable law.

22. Tenant shall not cause or permit any obnoxious or foul odors that disturb the public or other tenants, whether by transmission through the Building HVAC system or otherwise. Should such odors be evident, Tenant shall be required to take immediate steps to remedy them upon written notice from Landlord.

23. Tenant shall not use any method of heating or air-conditioning other than that supplied by Landlord unless Tenant receives the prior written consent of Landlord. Tenant shall cooperate fully with Landlord to assure the most effective operation of the Building's heating and air-conditioning systems, and to comply with any governmental energy-savings rules, laws or regulations. Tenant shall not adjust controls for the the Building's heating and air-conditioning systems other than room thermostats installed for Tenant's use.

24. Canvassing, soliciting and distributing handbills or any other written material and peddling in the Building or on or about the Project are prohibited, and Tenant shall cooperate with Landlord to prevent these activities.

25. Tenant shall not store any materials or items outside of the Premises without the prior written consent of Landlord.

26. Tenant shall not install any telephones, burgler alarms or other equipment that tie into or otherwise affect the electrical, life safety or other systems of the Building without the prior written consent of Landlord. All approved installations shall comply with Landlord's specifications and conditions, and shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental body.

27. In the event of any conflict between these Rules and Regulations or any further or modified rules and regulations from time to time issued by Landlord, and the Lease provisions, the Lease provisions shall govern and control.

28. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable rules and regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, and for the preservation of good order therein, as well as for the convenience of other tenants and occupants of the Project. Landlord shall not be responsible to Tenant or to any other person for the non-observance or violation of these Rules and Regulations by any other tenant or person. Tenant shall be deemed to have read these rules and Regulations and to have agreed to abide by them as a condition to its occupancy of the space herein leased, and Tenant shall abide by any additional rules and regulations which are ordered or requested by Landlord or by any governmental authority.

EXHIBIT E



Basin Street Properties Construction Policies and Procedures

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

I. COVID-19 REGULATIONS

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

II. ADMINISTRATION

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

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

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

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

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

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

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



Basin Street Properties Construction Policies and Procedures

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

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

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

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

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

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

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

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

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

IV. BUILDING FACILITIES COORDINATION

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

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

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

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



Basin Street Properties Construction Policies and Procedures

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

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

V. HOUSEKEEPING & GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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



Basin Street Properties Construction Policies and Procedures

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

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

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

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

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

No radios, or loud music.

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

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

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

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

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

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

VI. CONSTRUCTION REQUIREMENTS

GENERAL CONSTRUCTION

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

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

FIRE/LIFE SAFETY

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



Basin Street Properties Construction Policies and Procedures

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

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

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

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

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

ELECTRICAL

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

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

All runs are to be in conduit.

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

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

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

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

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

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

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

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



Basin Street Properties Construction Policies and Procedures

PLUMBING

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

Adjustable trap primers must always be installed, where applicable.

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

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

HVAC

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

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

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

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

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

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

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

Contractor's Name: _____

Contractor's Signature: _____

Date: _____



Vendor Work Request Form

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

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

Please check one: Building Contractor Tenant Contractor

Company Name: _____

Sub-Contractors: _____

Work Date: _____ Time to Begin: _____ Time to End: _____

Type of work to be done:

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

Location of Work: _____

Key Access Needed: Telco Electrical Other: _____

Emergency Contact Information:

Name: _____ Phone: _____

On-Site Supervisor Name: _____ Phone: _____

Tenant Approval: _____ Date: _____

Building Management Approval: _____ Date: _____

FORM TO BE RETURNED TO BUILDING MANAGEMENT OFFICE



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

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

1



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

3

BSP Recommendations for Prevention & Spread of Covid-19

- Wash hands frequently – use soap and water for a minimum of 20 seconds and if soap and water isn't available, use hand sanitizer (minimum of 60% alcohol) and rub hands together until dry
- Maintain social distancing of at least 6' whenever possible
- Avoid touching your face; specifically your eyes, nose and mouth
- If you're feeling ill, stay home and encourage others to do the same
- Confirm facial covering requirements with your CM/PM before entering BSP buildings and tenant occupied Suites – facial coverings are required in common areas and tenant occupied spaces
- Use signage to help encourage subcontractors to wear facial coverings while onsite and in tenant occupied spaces
- Train your employees to recognize the symptoms of Covid-19
- Train your employees on proper use of PPE
- Notify your BSP CM/PM immediately if anyone who has visited a BSP property, or project exhibits symptoms, or tests positive for Covid-19
- Stay up-to-date on the latest information distributed by the CDC/OSHA and encourage subcontractors to do the same

2

EXHIBIT F

PAYMENT INSTRUCTIONS

Beneficiary's Name: SR Stony Point DE LLC

Beneficiary's Address: 316 California Avenue #350
Reno, NV 89509

Beneficiary's Phone #: (775) 954-2900

Beneficiary's Bank Name: Wells Fargo Bank

Bank Address: 420 Montgomery St., 6th Floor
San Francisco, CA 94104

Bank Phone #: (415) 396-6934

Beneficiary's Account #: 4522986462

ABA Routing #: 121000248
648-5/6674249.2

LEASING DISCLOSURE AND CONFIRMATION REGARDING REAL ESTATE AGENCY RELATIONSHIP

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction. With each specific transaction, you should read the Agency Disclosure and consider how you are being represented.

LESSOR'S AGENT

A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor. A Lessor's agent or a subagent of that agent has the following affirmative obligations:

- To the Lessor: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Lessor.
To Lessee and Lessor: (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

LESSEE'S AGENT

An agent can, with a Lessee's consent, agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations:

- To the Lessee: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Lessee.
To Lessee and Lessor: (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH LESSOR AND LESSEE

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee.

In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee:

- (a) A fiduciary duty of utmost care, integrity, honest and loyalty in the dealings with either Lessor or Lessee.
(b) Other duties to the Lessor and the Lessee as stated above in their respective sections.

In representing both Lessor and Lessee, the agent may not, without the express permission of the respective party, disclose to the other party that the Lessor will accept a rent less than the listed rent or that the Lessee will pay a rent greater than the rent offered.

The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise someone about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive of the Civil Code set forth on the reverse hereof. Read it carefully.

We acknowledge receipt of a copy of this disclosure:

Lessor _____ Date _____

DocuSigned by: Dave Peterson 7/27/2023
Agent 5395ACCCABB840D...

DocuSigned by: Lisa Carvin 7/28/2023
Lessee 4DCF486643D84F8...

DocuSigned by: Dave Peterson 7/27/2023
Agent 5395ACCCABB840D...

CONFIRMATION OF AGENCY

We authorize the following agency:

Keegan & Coppin Company Inc. is the agent of: (Check one)
(Name of Lessor's Agent)
_____ The Lessor exclusively; or
X Both the Lessee and Lessor

Keegan & Coppin Company Inc. is the agent of: (Check one)
(Name of Lessee's Agent if not the same as Lessor's Agent)
_____ The Lessee exclusively; or
_____ The Lessor exclusively; or
X Both the Lessee and Lessor

CONFIRMED AND AUTHORIZED:

Lessor _____ Date _____
Lessor _____ Date _____

Agent for Lessor Dave Peterson / Shawn Johnson / Brian Keegan
Lic. #01280039 / 00835502 / 01809537

CONFIRMED AND AUTHORIZED:

DocuSigned by: Lisa Carvin 7/28/2023
Lessee 4DCF486643D84F8...
Lessee _____ Date _____

Agent for Lessee Dave Peterson
Lic. # 01280039

PROPERTY ADDRESS: 110 Stony Point Road Santa Rosa, CA

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with section 2295) in a real property transaction, and includes a person who is licensed as a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee.
- The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When as associate licensee owes a duty to any principal, or to transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29.
- (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller.
- (k) "real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business of Professions Code.
- (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (m) "Sell," "sale" or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of leasehold exceeding one year's duration.
- (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property or which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5(commencing with Section 2349) of Chapter 1 of title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure from specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller as his or her last known address, in which case no signed acknowledgement of this receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement or receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for the agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

- 2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

<p>_____ is the agent of (Name of Listing Agent) (Check one) <input type="checkbox"/> the seller exclusively; or <input type="checkbox"/> both the buyer and seller.</p>	<p>_____ is the agent of (Name of Selling Agent if not the same as the Listing Agent) (Check one) <input type="checkbox"/> the buyer exclusively; or <input type="checkbox"/> the seller exclusively; or <input type="checkbox"/> both the buyer and seller</p>
--	--

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative or a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to buyer that the seller is willing to sell the property as a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty of responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

- 2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.
- (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.