

Big Oak Commercial Lease

THIS LEASE was made and entered into on 9/1/2023 and shall become effective and commence upon the landlord's purchase of the property. The parties to this lease shall be, Berg Investments LP ("Landlord"), and or assigns and The County of Lake and through Lake County Behavioral Health, individually ("Tenant").

SECTION 1

DEMISE

- 1.01.1 Landlord covenants and warrants that it is the owner in fee of the certain real property consisting of a building of approximately 1,250 square feet, located at 13440 E Hwy 20 suite "N", Clearlake Oaks CA 95423, (the ("Leased Property"). Upon the conditions, limitations, covenants, and restrictions herein. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Leased Property.
- 1.02. Landlord hereby designates Big Oak Center, 13300 E HWY 20 Clearlake Oaks, CA 95423, (the "Leased Property"). Upon the conditions, limitations, covenants, and restrictions herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Leased Property.
- 1.03. Tenant hereby designates Todd Metcalf, or any Administrator as the Tenant's Representative. All communication, notices and demands of Tenant shall be made by, to and through Tenant's Representative in the manner provided herein in Section 24.

SECTION 2

TERM

- 2.01. The term of this Lease shall before a period of 54 Months ("Initial Term") commencing upon 7/1/2023 ("Commencement Date") and shall end on 2/29/2028. After the first eight months of the lease there shall be an annual increase of 3% to initial rent there after every 12 months. For the entire term of this lease, all traditional conditions of a N (Single Net where tenant is responsible for but not limited to all repairs and maintenance on the tenant's space, governmental fees, tenant's pro rate share of common area maintenance including but not limited to common area utilities i.e., electric, trash, water, sewer etc. and common area landscaping, cleaning services, etc. All related expenditures made by Landlord shall be promptly reimbursed by Tenant in monthly billing.
- 2.02. Should Tenant hold possession of the Leased Property with the consent of Landlord after the expiration of the stated term of this Lease, such holding over shall create a tenancy from month to month only, upon the same terms and conditions as are hereinafter set forth, except that basic monthly rent shall be one hundred twenty-five percent (125%) of the amount set forth in Section 3 hereof.
- 2.03. So long as Tenant is not then in default beyond any applicable cure period, Tenant shall have the right to extend the term of this Lease for 2 Yr. Term with 3% annual increases per annum. ("Extended Term"). The Extended Term shall commence as of the last day after the Initial Term. Tenant shall notify Landlord or Tenant's intention to exercise such option in writing no sooner than (6) months and no later than (1) months before the end of the Initial Term. The terms, conditions, and obligations of the Landlord and Tenant herein contain shall apply to the Extended Term.

SECTION 3

RENT

- 3.01. Subject to adjustment as herein after provided, during the Initial Term hereof and Extended Term hereof Tenant shall pay Landlord a monthly rent as follows:

Initial Term:

Month 1-6 of the Lease shall be at the rate of \$ 972.00.

Months 8-18 of the Lease shall be at the rate of \$ 1001.00.

Months 19-30 of the Lease shall be at the rate of \$ 1031.00.

Months 31-42 of the Lease shall be at the rate of \$ 1062.00.

Months 43-54 of the Lease shall be at the rate of \$ 1094.00.

Extended Term:

Months 55-66 of the Lease shall be at the rate of \$1127.00.

Months 67-78 of the Lease shall be at the rate of \$ 1161.00.

"Lease Year" shall mean the twelve-month period commencing as of the Commencement Date.

- 3.02. Basic Rent shall be paid to the Landlord's Representative in advance of the first day of each month during the term of this Lease. The first payment of rent shall be due and payable on the Commencement Date and all rent shall be prorated for the first and the last months if occupancy is less than a full month. All rents and other monies required to be paid by Tenant hereunder shall be paid to Landlord's Representative (as defined in Section 1.02) without deduction or offset, prior notice, or demand, in lawful money of the United States of America, or at such other place as Landlord's Representative may, from time to time, designate in writing.
- 3.03. If Tenant shall fail to pay an Basic Rent by the fifth day of each month or if Tenant shall fail to pay, when the same is due and payable, any other amount or charges due hereunder, Tenant shall pay (i) in addition to the amounts due, a late fee equal to ten percent (10%) of the amount due and (ii) in addition to the amounts due, interest at a per annum rate of fifteen percent (15%) (the "Default Rate") on each obligation from the day it is due until received by Landlord's Representative.

SECTION 4

SECURITY DEPOSIT

- 4.01. Tenant, concurrently with the execution of this Lease, has deposited with Landlord a deposit in the sum of \$ 1000.00. Said \$ 1000.00 deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease by said Tenant to be kept and performed during the term hereof, if Tenant shall not be excused from the payment of any rent herein reserved or any other charge herein provided. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, or retain all of any part of such security deposit for payment of any rent, to repair damages to the Leased Property, to clean or paint the Leased Property or to compensate Landlord for any other loss or damage which landlord may suffer by reason of Tenant's default. If any portion of said deposits is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep such security deposit separate from its general funds, and Tenant shall not be entitled to interest on such

deposit. Should Tenant comply with all said terms, covenants and conditions and promptly pay all the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, then Landlord shall return said deposit in full to Tenant thirty (30) days after the end of the term of this Lease, after the last payment due from Tenant to Landlord, or after any necessary repairs are made and Landlord has been billed for such repairs, whichever last occurs. In the event of sale or transfer of the Leased Property, provided that such vendee or transferee assumes all liability for the return of such security deposit, Landlord shall transfer the security deposit to the vendee or transferee for the benefit of Tenant and Landlord shall be considered released by Tenant from all liability for the return of such security, and Tenant agrees to look solely to the new landlord for the return of the security, and it is agreed that this Section 4 shall apply to every transfer or assignment to a new Landlord. Said deposit shall not be assigned, transferred, or encumbered by Tenant, and any attempt to do so by Tenant shall not be binding upon Landlord.

SECTION 5

POSSESSION OF SURRENDER OF LEASED PROPERTY

- 5.01. Tenant shall by entering upon and occupying the Leased Property be deemed to have accepted the Leased Property "AS-IS" and Landlord shall not be liable for any latent or patent defect therein.
- 5.02. Upon the expiration or sooner termination of the term of this Lease, Tenant shall at its solo cost and expense, remove all of Tenant's personal property not affixed to the Leased Property ("Tenant's Property") from the Leased Property and Tenant shall thereupon surrender the Leased Property in the same or better condition as when the Leased Property was ready for occupancy. Reasonable wear and tear expected.
- 5.03. If the Leased Property is not surrendered at the end of the lease term, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Property, including, without limitation, any claims made by any succeeding tenant founded on such delay.

SECTION 6

USE OF LEASED PROPERTY

- 6.01. The Leased Property is leased to Tenant solely for use by Tenant as a **Prevention and Outreach Facility** and other lawful used incident thereto (the "Permitted Use"). Tenant shall not use or suffer to be used the Leased Property, or any portion thereof, for any purpose or purposes whatsoever other than the Permitted Use. The tenant specifically covenants it shall operate such business on the Leased Property in a continuous and uninterrupted manner to the extent necessary to avoid potential losses of any government approved Uses held at the Leased Property. Any failure to abide with such covenant shall be a material default hereunder.
- 6.02. Tenant shall, always during the term hereof comply with all governmental rules, regulations, ordinances, statutes and laws now or hereafter in effect pertaining to the Leased Property or Tenant's use thereof and Tenant shall make all necessary or appropriate changes or repairs whether ordinary or extraordinary, whether deemed capital or structural in nature, foreseen or unforeseen, required by said governmental rules, regulations, ordinances, statutes and laws. The tenant shall not commit or permit any nuisance in, on or about the Leased Property. The tenant shall maintain the Leased Property in good condition and repair.

SECTION 7
IMPROVEMENTS

- 7.01. Tenant, as its sole cost and expense, may make additional additions, alterations, improvements, or changes ("Improvements") in and to the Leased Property; provided however, that Tenant shall not make any such improvements without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. All improvements made by Tenant pursuant to this section 7 shall be made promptly and in a good and workmanlike manner and in compliance with all insurance requirements and with all applicable permits and authorizations, and all other governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Leased Property or Tenant's use thereof. Prior to the commencement of such work, Tenant shall give written notice to Landlord and evidence to Landlord that appropriate insurance satisfactory to Landlord has been obtained for the protection of Landlord from damage or injury resulting from the making of such Improvements.
- 7.02. Landlord's approval of any drawings, plans, or specifications shall not constitute any assumption of any liability for the accuracy or sufficiency thereof.
- 7.03. Any Improvements installed or constructed by Tenant pursuant to this Section 7 shall at Landlord's option become the property of Landlord upon the expiration or sooner termination of this Lease. However, Landlord shall have the right to require Tenant to remove any or all non-structural Improvements, at Tenant's sole cost and expense, upon such termination of this Lease and to surrender the Leased Property in the same condition as it was prior to the making of any or all such Improvements, reasonable wear and tear expected; provided, however, that concurrently with its consent for Tenant to make Improvements, Landlord shall provide written notice to Tenant that said Improvements are to be removed at the expiration or termination of the Lease.
- 7.04. Landlord agrees to provide \$ 0.00 for Tenant Improvements. Tenant Improvements shall be paid from landlord to tenant upon tenant submitting receipts and cancelled checks from contractors for work completed.

SECTION 8
UTILITIES AND REPAIRS

- 8.01. Tenant shall pay, at its sole cost and expense, all charges for services and utilities used in, upon or about the Leased Property. Water & Sewer service shall be included in the basic monthly rent. Landlord warrants that there currently is water sewer, and electrical services to the leased property.
- 8.02. Tenant agrees to keep the Leased Property in good order, condition, and repair. Landlord will be responsible for maintenance and repair of the HVAC system. Landlord shall not be obligated to perform any service or to repair or maintain any structure or facility. Landlord shall not be obligated to inspect the Leased Property and shall not be obligated to make any repairs or perform any maintenance on the Leased Property. Tenant hereby waives all rights to make repairs at the expense of Landlord as provided by any law, statute, or ordinance now or hereinafter in effect. Landlord shall not be liable for any loss or damage to persons or property sustained by Tenant or other persons, which may be caused by the Leased Property, or any appurtenances thereto, being out of repair or by bursting of leakage of any water, gas, sewer or steam pipe, by theft, by fire, oil or electricity, by any act or neglect of any tenant or occupant of the Leased Property, or of any other person, or by any other cause of whatsoever nature, unless caused by the gross negligence of Landlord.

SECTION 9

TAXES

- 9.01. Landlord shall pay all property taxes due and payable on the property.

SECTION 10

INSURANCE

- 10.01. At its sole cost and expense, TENANT shall purchase and maintain commercial general liability insurance on the premises, including a property damage provision, insuring against liability for injury to persons or property occurring on or about the Premises or arising out of the ownership, maintenance, use or occupancy of the Premises. The insurance shall be in an amount not less than One Million Dollars (\$1,000,000) single limit per occurrence, and a general policy aggregate of not less than One Million Dollars (\$1,000,000) if such aggregate applies to this policy.
- 10.02. All policies of liability insurance obtained now or at any future time by TENANT, must ensure the interest of LANDLORD as Additional Insured under the form of endorsement which makes the coverage there under the primary insurance as regards TENANT, and non-contributory with any other insurance carried by TENANT, shall include a long form non-contributory clause naming LANDLORD, as well as TENANT, as insured. The policies shall also provide that LANDLORD be given at least thirty (30) days' notice before any cancellation or material modification of the policy.

SECTION 11

LIENS

- 11.01. Tenant shall at all times indemnify, save and hold Landlord and the Leased Property free, clear and harmless from any claims, liens, demands, damages, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant in, upon, about or otherwise in connection with the Leased Property. Tenant shall give Landlord notice at least ten (10) business days prior to the commencement of any such work on the Leased Property to afford Landlord the opportunity to file appropriate notices of non-responsibility. Tenant shall, at its sole cost and expense, within forty-five (45) days after the filing of any lien for record, obtain the discharge and release thereof or otherwise provide security reasonably satisfactory to Landlord for the discharge of such lien. Nothing contained herein shall prevent Landlord, at the cost and for the account of Tenant, from obtaining said discharge and release in the event Tenant fails or refused to do the same within said forty-five (45) day period.

SECTION 12
INDEMNIFICATION

- 12.01. Tenant hereby covenants and agrees to indemnify, save and hold Landlord and the Leased Property free, clear and harmless from any and all liability, loss, costs, expenses, including attorneys' fees, damages, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees while in, upon, about or in any way connected with the Leased Property or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property whatsoever, occurring in, upon, about or in any way connected with the Leased Property or any portion thereof other than as a result of the willful misconduct or negligence of Landlord

SECTION 13
SUBORDINATION

- 13.01. Tenant agrees that, except as provided in Section 12.01 hereof, its interest hereunder is and shall be subordinate to the lien of any mortgage, deed of trust or other encumbrance of the Landlord, together with any renewals, extensions or replacements thereof, hereafter placed, charged or enforced against the Leased Property, or any portion thereof, hereafter placed, charged or enforced against the Leased Property, or any portion thereof, and Tenant shall execute and deliver at any time, and from time to time, upon the request by Landlord, such documents as may be required to effectuate such subordination; provided, however, the Tenant shall not be required to effectuate such subordination unless the Mortgagee or beneficiary (each being a "Mortgagee") of any mortgage or deed of trust named in such encumbrance shall first agree in writing, for the benefit of Tenant, that so long as Tenant is not in default under any of the provisions, covenants or conditions of this Lease on the part of Tenant to be kept and performed, neither this Lease nor any of the rights of Tenant hereunder shall be terminated or modified or be subject to termination or modification, nor shall Tenants possession of the Leased Property be disturbed, by the foreclosure of said mortgage, deed of trust or any other encumbrance.
- 13.02. In the event that a Mortgagee elects to have this Lease a prior lien to its mortgage or deed of trust, then and in such event, upon such Mortgagee's giving written notice to Tenant to that effect, this Lease shall be deemed prior in lien to such mortgage, deed of trust or ground lease whether this Lease is dated prior to or subsequent to the date of recordation of such mortgage, deed of trust or ground lease.
- 13.03. Tenant shall, in the event any proceedings are brought for the foreclosure of the Leased Property or in the event of exercise of the power of sale under any deed of trust made by Landlord covering the Leased Property, attorn to the purchaser and recognize such purchaser as Landlord under this Lease, Tenant further agrees to promptly execute and deliver any instrument which such purchaser may reasonably request to further evidence such attornment, provided, however, that such attornment shall be effective without any such instrument.
- 13.04. Tenant hereby agrees not to look to any Mortgagees for accountability for any security deposit required by Landlord hereunder, unless said sums have been actually received by said Mortgagee as security for Tenant's performance of this Lease.

SECTION 14
ASSIGNMENT AND SUBLETTING

- 14.01 As long as no default exists, tenant will have the right to assign or sublet the Premises with the Landlord's consent, which consent will not be unreasonably withheld, conditioned, or delayed.
- 14.02. The voluntary or other surrender of this lease by Tenant, or mutual cancellation hereof, or the termination of this Lease by Landlord pursuant to any provision contained herein, shall not work a merger, but at the option of Landlord, shall either terminate any or all existing subleases or subtenancies. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Leased Property.

SECTION 15
CONDEMNATION

- 15.01. should the whole of substantially all of the Leased Property be condemned or taken by competent authority for any public or quasi-public purpose, then this Lease shall terminate upon the date of the consummation of such taking and Landlord and Tenant each shall be entitled to claim an award for their respective interests in the Leased Premises including an award for severance damages if less than the whole shall be so taken. For the purposes of this Section 15 a deed granted in lieu of condemnation shall be deemed a taking.

SECTION 16
DESTRUCTION OF PREMISES

- 16.01. In the case of the total destruction of the Leased Property, or any portion thereof substantially interfering with Tenant's use of the Leased Property, whether by fire or other casualty, this Lease shall terminate except as herein provided. If Landlord notifies Tenant in writing within sixty (60) days of such destruction of Landlord's election to repair said damage, and if Landlord proceeds to and does repair such damage with reasonable dispatch, this Lease shall not terminate, but shall continue in full force and effect, except that Tenant shall be entitled to a reduction in the Basic Rent in an amount equal to that proportion of the Basic Rent which the number of gross leasable square feet of floor space in the unusable portion bears to the total number of gross leasable square feet of floor space in the Leased Property. Said reduction shall be prorated so that the Basic Rent shall only be reduced for those days any given area is actually unusable. In determining what constitutes reasonable dispatch. Consideration shall be given to delays caused by labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, fuel, energy or services, weather or other acts of God and other causes beyond Landlord's control. If this Lease is terminated pursuant to this Section 16, rent shall be prorated as of the date of termination, any security deposited with the Landlord shall be returned to Tenant as provided herein, and all rights and obligations hereunder shall cease and terminate.
- 16.02 All insurance proceeds payable under any fire and/or business interruption insurance policy for damage to the Leased Property or for the Landlord's loss of rents shall be payable solely to Landlord and Tenant shall have no interest therein. Tenant shall in no case be entitled to compensation for damages on account of any annoyance or inconvenience in making repairs under any provision of this Lease. Except to the extent provided for in this Section 16, neither the rent payable by Tenant nor any of Tenant's other obligations

under any provision of this Lease shall be affected by any damage to or destruction of the Leased Property of any portion thereof by any cause whatsoever.

- 16.03. The provisions of this Section 16 with respect to repair by Landlord shall be limited to such repair as is necessary to place the Leased Property in the condition existing prior to the casualty excluding fixtures, furniture, equipment and personality and when placed in such a condition the Leased Property shall be deemed restored and rendered tenantable, promptly following which time Tenant, at Tenant's expense (unless insurance proceeds payable to Landlord hereunder are made available for such repair by a Mortgagee and said proceeds include payment for loss of Tenant improvements, Landlord shall restore said improvements to the extent necessary to render it reasonably suitable for the purpose for which it was leased, provided that such work shall not exceed the scope of work required to be done by Tenant in originally constructing such improvements and the costs thereof shall not exceed the insurance proceeds awarded to the Landlord), shall perform Tenant's work required prior to occupancy and Tenant shall also repair or replace fixtures, furnishings, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.
- 16.04. Any other provision hereof to the contrary notwithstanding, Landlord shall not be liable for any repair or restoration until, and then only to the extent that, insurance proceeds are received, therefore.

SECTION 17

RIGHT OF ACCESS

- 17.01. Landlord SHALL HAVE THE RIGHT AT ALL REASONABLE TIMES TO ENTER THE Leased Property to inspect the same, to exhibit the Leased Property to prospective purchasers or lenders, to post notices of non-responsibility, or for any other lawful purpose, without abatement of rent.
- 17.02. Nothing contained herein shall impose or be deemed any duty on the part of the Landlord to do any work or repair, maintenance, reconstruction, or restoration, which under any provision of this Lease is required to be done by Tenant and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to do the same.

SECTION 18

EXPENDITURES BY LANDLORD

- 18.01. Whenever under any provision of this Lease, Tenant shall be obligated to make any payments or expenditures, or to do any act or thing, or to incur any liability whatsoever, and Tenant fails, refuses or neglects to perform as herein required, Landlord shall be entitled, but shall not be obligated, to make such payment or expenditure or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and for the account of Tenant. In such event, the amount hereof with interest thereon at the Default Rate from the date of expenditure shall constitute and be collectible as additional rent upon demand.

SECTION 19

OFFSET STATEMENT

- 19.01. Tenant agrees that within ten (10_ days of any request therefore from Landlord, Tenant will execute and deliver to Landlord or Landlord's designee a recordable certificate stating that this Lease is in full force

and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information concerning the Lease, the Leased Property and Tenant as Landlord or said designee may reasonably request.

SECTION 20

DEFAULT

- 20.01. Tenant's compliance with each and every covenant and obligation hereof on its part to be performed hereunder is a condition precedent to each and every covenant and obligation of Landlord hereunder. Landlord shall have all the rights and remedies provided in this Section 20 or elsewhere herein, in the event that:
- (a) Tenant shall default in the payment of any sum of money required to be paid hereunder or Tenant fails to abide by the requirements of Section 6.01 hereof and such default continues for ten (10) days after written notice thereof from Landlord to Tenant.
 - (b) Tenant shall default in the performance of any other term, covenant, or condition of this Lease on part of Tenant to be kept and performed and such default continues for twenty-five (25) days after written notice thereof from Landlord to Tenant.
 - (c) Tenant should vacate or abandon the Leased Property during the term of this Lease.
 - (d) Tenant should default under any other agreement with, or for the benefit of Landlord; or
 - (e) There is a filing of a petition in bankruptcy by or against the Tenant, any then occupant of the Leased Property or there is appointed a receiver or trustee to take possession of the Leased Property or there is general assignment for the benefit of creditors, or Tenant admits in writing its inability to pay its debts as they mature and shall continue in effect for sixty (60) days.

All cure periods provided herein shall run concurrently with any periods provided by law.

SECTION 21

QUIET POSSESSION

- 21.01. Tenant, upon paying the rentals and other payments herein required from Tenant, and upon Tenant's performance of all the provisions, covenants, and conditions of this Lease on its part to be kept and performed, may quietly have, hold, and enjoy the Leased Property during the term of this Lease without any disturbance from Landlord or from any other person claiming through Landlord.

SECTION 22

SALE BY LANDLORD

- 22.01. In the event of any sale or exchange of the Leased Property by Landlord, Landlord shall be and is hereby relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease, arising out of any act, occurrence or omission relating to the Leased Property occurring after the consummation of such sale or exchange provided the successor to Landlord hereunder agrees and covenants to be bound by the terms and conditions of this Lease. Tenant agrees to attorn to such purchaser or grantee.

SECTION 23
DEFAULT BY LANDLORD

- 23.01. In the event Landlord fails or refuses to perform any of the provisions, covenants or conditions of this Lease on Landlord's part to be kept for performed, Tenant, prior to exercising any right or remedy Tenant may have against Landlord on account of such default, shall give written notice to Landlord of such default, specifying in said notice the default with which Landlord is charged and Landlord shall not be deemed in default if the same is cured within thirty (30) days of receipt of said notice. Notwithstanding any other provision hereof. Tenant agrees that if the default complained of in the notice provided for by this Section 23 is of such a nature that the same can be rectified or cured by Landlord, but cannot with reasonable diligence be rectified or cured within said thirty (30) day period, then such default shall be deemed to be rectified or cured if Landlord within said thirty (30) day period shall commence the rectification and curing thereof and shall continue thereafter with all due diligence to cause such rectification and curing to proceed.

SECTION 24
SERVICE OF NOTICES

- 24.01. Any and all notices and demands shall be in writing and shall be validly given or made only if both transmitted via facsimile and deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. Service by mail shall be conclusively deemed made on the first day deliver is attempted or upon receipt, whichever is sooner. Any notice or demand shall be addressed as follows:

To Landlord's Representative:

Berg Investments LP

13300 E HWY 20

PO Box 2166

Clearlake Oaks, CA 95423

(Big Oak Storage Office)

To Tenant's Representative:

Administrator, Todd Metcalf, or succeeding Administrator

6302 13th Avenue

Lucerne, CA 95458

707-274-9101

- 24.02 Any party hereto may change its address for the purpose of receiving notices, payments or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

SECTION 25

BROKERS

- 25.01. Landlord and Tenant warrant that they have had no dealings with any broker or agent in connection with this Lease, and covenant to pay, hold harmless and indemnify the other from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect of this Lease or the negotiation thereof.

SECTION 26

AMERICAN DISABILITIES ACT

- 26.01. Landlord hereby warrants that the parking lot and sidewalk to the leased premises is compliant with ADA requirements.

SECTION 27

MISCELLANEOUS

- 27.01. The submission of this Lease and/or execution hereof by Tenant does not constitute a reservation of or option for the Leased Property and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.
- 27.02. The various rights, elections and remedies of Landlord and Tenant contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by the law and not expressly waived in this Lease.
- 27.03. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, bind, and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns (where assignment is permitted) of Landlord and Tenant, respectively, except as otherwise provided in this Lease.
- 27.04. If any term, provision, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Lease, and all applications thereof not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 27.05. Time is of the essence of this Lease and all of the terms, provisions, covenants and conditions hereof.
- 27.06. This Lease contains the entire agreement between the parties and cannot be changed or terminated orally.
- 27.07. The captions appearing at the commencement of the sections here of are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit, or describe the scope or intent of this Lease, nor in any way affect the Lease.
- 27.08. Masculine and feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein which the context requires such substitutions.
- 27.09. The laws of the State of California shall govern the validity, construction, performance, and effect of this Lease.

- 27.10. Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of covenants on the part of such party.
- 27.11. In the event Tenant now or hereafter shall consist of more than one person, firm, limited liability company, partnership, or corporation, then such persons, firms, limited liability corporations, partnerships or corporations shall be jointly and severally liable as parties hereunder.
- 27.12. Should any claim or lien be filed against the Leased Property, or any action or proceeding be instituted affecting the title to the Leased Property, Tenant shall give Landlord written notice thereof as soon as Tenant obtains actual or constructive knowledge thereof.
- 27.13. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language.
- 27.14. Tenant shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in processing, documenting, or administering any request of Tenant for Landlord's consent required pursuant to this Lease.
- 27.15. If Tenant hereunder is a corporation, limited liability company or partnership, the person(s) executing this Lease on behalf of Tenant represents and warrants to Landlord that Tenant is valid and existing corporation, limited liability company or partnership, as the case may be, all things necessary to qualify it to do business in California have been accomplished prior to the date of this Lease, all franchise and other corporate taxes have been paid to the date of this Lease, all forms, reports, fees and taxes required to be filed or paid by said corporation, limited liability company or partnership in compliance with applicable laws will be filed and paid when due, and this Lease is the valid and binding obligation of the party, enforceable in accordance with its terms.

SECTION 28

RECORDATION PROHIBITED

- 28.01. Except upon the written consent of Landlord, neither Tenant nor anyone acting on behalf of Tenant shall record this Lease nor any memorandum or notice thereof nor cause the same to be recorded.

SECTION 29

PERSONAL GUARANTEE

- 29.01. Tenant agrees to personally guarantee the terms of this Lease

IN WITNESS WHEREOF, the parties here to have executed this Agreement the day and year first above written.

LANDLORD: BERG INVESTMENTS LP

By: _____ Date _____

Robert Berg General Partner

TENANT:

By: _____ Date _____

Name: Elise Jones (print name)

Personal Guarantees by Tenants Managing Partners and/or partner

(Signature)

Date

UPON EXECUTION, THE FOREGOING INSTRUMENT WILL CONSTITUTE A BINDING LEASE WITH ACCOMPANYING LEGAL RESPONSIBILITIES AND CONSEQUENCES. PRIOR TO EXECUTION, YOU SHOULD CONSULT WITH AN ATTORNEY