

**FULL-SERVICE OFFICE LEASE AGREEMENT
NAPA INNOVATION CENTER
NAPA COUNTY AGREEMENT NO. 260199B**

BASIC LEASE INFORMATION

LEASE DATE	October 14, 2025
LANDLORD	Main Street West, L.P., a California Limited Partnership One Harbor Center, Suite 320 Suisun City, CA 94585
TENANT	Napa County Director of Public Works Attn: Leases and Rents 1195 Third Street, Suite 101 Napa, CA 94559
PREMISES	The Premises referred to in this Lease are located in the Napa Innovation Center office building, 1250 Main Street, Napa, California and consist of approximately 13,806 square feet as shown in Exhibit A, Suite 300
TERM	The Term shall be 2 years from the Commencement Date (Paragraph 4).
MONTHLYRENT	Year 1: \$120,617 Year 2: \$69,030
USE	Napa County District Attorney Offices
SECURITY DEPOSIT	None
COMPLETION DEADLINE	December 28, 2025 (Paragraph 4)
BROKER	Colliers International (Bill Kampton)

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- A. Description of Premises
- B. Work Letter
- C. Rules and Regulations
- D. Lease Commencement Memorandum

FULL-SERVICE OFFICE LEASE AGREEMENT

This Lease (“Lease”) is made and entered into by the Landlord and Tenant named and as of the Lease Date defined on Page 1. The Basic Lease Information set forth on Page 1 of this Lease is part of the Lease and bolded terms therein shall be defined terms in the Lease unless otherwise defined elsewhere in the Lease.

1. PREMISES: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions contained herein, the Premises in the City of Napa, County of Napa, State of California, which are more particularly depicted in Exhibit A (the “Premises”) including the tenant improvements thereon presently existing (the “Existing Tenant Improvements”) and the tenant improvements that will be constructed by Landlord in accordance with Exhibit B (“New Tenant Improvements”). As hereinafter used in this Lease, the term “Building” shall refer to the entire structure in which the Premises are located, and the term “Lot” shall refer to the Assessor’s tax parcel on which the Building is situated.

2. ACCEPTANCE OF PREMISES: Tenant’s taking possession of the Premises shall constitute Tenant’s acknowledgement that the Premises are in good condition and that the New Tenant Improvements are constructed in accordance with the criteria set forth in Exhibit B, and that Tenant agrees to accept the same in its condition existing as of the date of such entry and subject to all applicable municipal, county, state and federal statutes, laws, ordinances, including zoning ordinances, and regulations governing and relating to the use, occupancy or possession of the Premises. Pursuant to California Civil Code Section 1938, Landlord acknowledges that the Building has not been inspected by a Certified Access Specialist (CASP). If Tenant desires to perform a CASp inspection of the Premises, Tenant shall be responsible for the costs of such inspection and for the costs of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

3. COMMON AREAS: In addition to the above, the term “Common Areas” shall refer to all areas outside the Premises and within the Building that are provided by Landlord for the general non-exclusive use of Landlord, Tenant, and of other tenants in the Building. Landlord hereby grants to Tenant, during the Term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas, subject to the Rules and Regulations governing the use of the Building. Under no circumstances shall the right granted herein to use the Common Areas be deemed to include the right to store any property in the Common Areas. Landlord shall provide Tenant with access to the custodial wet closet on the first floor for use by Tenant’s janitors.

4. POSSESSION: Subject to and upon the terms and conditions set forth herein, the Term shall be for the period specified in the Basic Lease Information on Page 1, commencing upon the earliest of the following dates (the “Commencement Date”): (i) the date on which the Premises are substantially complete (as defined in Exhibit B); (ii) the date on which the Premises would have been substantially complete had there been no

delays attributable to the Tenant; or (iii) the date upon which the Tenant actually commences to do business in the Premises with the Landlord's written consent. Within 30 days after the Commencement Date, Landlord and Tenant shall execute the Lease Commencement Memorandum (Exhibit D), setting forth the Commencement Date and the Term Expiration Date. For purposes of the foregoing, the Premises shall be deemed to be substantially complete on the date when Tenant has direct access to the Premises with building services ready to be furnished to the Premises and Landlord has substantially completed construction of the New Tenant Improvements in accordance with Exhibit B. Landlord shall substantially complete the Premises by the "Completion Deadline" as set forth in the Basic Lease Information on Page 1. If the Premises are not substantially complete 30 days after the Completion Deadline, as such deadline may be extended in accordance with Exhibit B, ("Extended Completion Deadline"), the County shall have the right to terminate this Lease, by giving five (5) days' written notice to the Landlord. Other than this right to terminate, in the event that the Premises are not substantially complete by the Extended Completion Deadline, Landlord shall not be liable to Tenant for any claims, damages, or liabilities in connection with delays in the delivery of the Premises to Tenant.

While the Monthly Rent shall not commence until the Commencement Date, the Tenant shall be permitted early access of the Premises thirty (30) days prior to the Commencement Date, pursuant to the terms and conditions of Section 7 of the Work Letter attached hereto as Exhibit B.

In the event that Landlord permits Tenant to occupy the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of this Lease.

5. MONTHLY RENT: Commencing on the Commencement Date and each month thereafter during the Term, Tenant shall pay Landlord the Monthly Rent for the Premises designated in the Basic Lease Information on Page 1. Tenant shall pay the Monthly Rent in advance on the first day of each and every calendar month during said Term, except that the first three month's Rent shall be paid within fourteen (14) business days following the parties' execution of this Lease. If the Term commences on other than the first day of the calendar month, the first payment of Monthly Rent shall be appropriately prorated on the basis of the number of days in such calendar month. If the Term expires on other than the last day of a calendar month, the last Monthly Rent shall be appropriately prorated based on the number of days in such calendar month. The Monthly Rent shall be paid to Landlord, without any prior demand therefor and without any deduction or offset whatsoever, in lawful money of the United States of America, or to such other person or at such other place as Landlord may from time to time designate in writing. The term "Monthly Rent" or "Rent" as used herein shall mean all monetary obligations of Tenant to Landlord pursuant to the terms of this Lease, including any compensation for utilities, maintenance of the Building and Premises, or construction of the New Tenant Improvements. In no event shall Tenant be required to make any additional payments to Landlord for Tenant's rental of the Premises except as expressly provided hereunder.

6. DIRECT EXPENSES: Except as otherwise expressly provided herein, Landlord, at its sole cost and expense, shall be responsible for all costs of operation, maintenance and repair of the Building, including the following costs by way of illustration, but not limitation: real property taxes and assessments; water and sewer charges; gas and electricity charges; insurance; janitorial and cleaning services for Common Areas; security; labor; costs incurred in the management of the Building, (it being acknowledged that the company providing property management services to the Building may be an affiliate of Landlord); air conditioning; waste disposal; heating; ventilation; supplies; materials; equipment; repair and maintenance costs and upkeep of the Building and all parking and Common Areas; costs incurred to effect a labor saving, energy saving (excluding solar power generating improvements) or other economy, and the cost of any capital improvements to the Building

7. RESERVED:

8. RESERVED:

9. UTILITIES AND SERVICES: Except for phone, internet, and janitorial services, which shall be the responsibility of Tenant, Landlord shall, at its sole cost and expense, furnish to the Premises during the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding any national holidays, subject to the conditions and in accordance with the standards set forth in writing by Landlord from time to time during the Term of this Lease and delivered to Tenant, reasonable quantities of natural gas, electricity, sewer, water, and garbage and electric current for normal lighting and office equipment, heating and air conditioning required in Landlord's judgment for the comfortable use and occupation of the Premises. In addition, Landlord will credit the Tenant with an additional 10 hours of after-hours HVAC use per month. If Tenant loses keys to the Premises, it shall be Tenant's sole responsibility to pay for the re-key of the Premises. Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of Rent by reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or for any other causes. After the monthly 10-hour credit, any additional after-hours HVAC/electrical usage will be billed as Additional Rent at rate of \$15/hour; credit does not roll over month-to-month; Tenant will provide reasonable advance notice for planned after-hours use (emergencies excepted).

10. USE: Tenant shall use the Premises solely for the Use set forth in the Basic Lease Information on Page 1 and shall not use the Premises for any other purpose. Tenant shall be solely responsible for obtaining any necessary governmental approvals of such use. Tenant warrants that it shall not make any use of the Premises, which may cause contamination of the soil, the subsoil or groundwater. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises. If the rate of any insurance carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to

Landlord within 30 days before the date Landlord is obligated to pay a premium on the insurance, or within ten days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises as permitted in this Lease, whichever date is later, a sum equal to the difference between the original premium and the increased premium. In no event shall Tenant use the Premises as an "executive suite" for the purposes of holding seminars or educational classes more frequently than once every three (3) months, or for any other use that would cause the density of occupancy of the Premises or the amount of pedestrian traffic through the Building to exceed the level ordinary for typical office operations. Landlord reserves the right to prescribe the weight and position of all safes, fixtures and heavy installations that Tenant desires to place in the Premises so as to distribute properly the weight, or to require plans prepared by a qualified structural engineer for such heavy objects, which shall be prepared at Tenant's sole cost and expense.

11. COMPLIANCE WITH THE LAW: Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction or ordinance now in force or which may hereafter be enacted or subject Landlord to any liability for injury to any person or property by reason of any business operation being conducted in or about the Premises.

Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental regulations relating to or affecting the condition, use, or occupancy of the Premises.

Neither Tenant, nor any assignee, subtenant or occupier of any portion of the Premises, shall permit the introduction, placement, use, generation, manufacture, storage, disposal or transportation of any hazardous, poisonous or toxic substance, material or waste of any kind that may be hazardous to health and/or the environment, including, without limitation, substances from time to time identified as such by federal and/or state laws and regulations, without the prior written consent of Landlord.

12. ALTERATIONS AND ADDITIONS: Tenant shall not make or cause to be made any alterations, additions, or improvements to the Premises (collectively "Alterations"), without first obtaining the written consent of Landlord, which shall not be unreasonably withheld. Any Alterations, including but not limited to, wall covering, paneling, and built-in cabinet work, but excepting moveable furniture and trade fixtures, shall on the expiration of the Term become a part of the realty and belong to Landlord, and shall be surrendered with the Premises. However, Landlord can elect within 30 days before expiration of the Term, or within five days after termination of the Term, to require Tenant to remove any Alterations that Tenant has made to Premises. If Landlord so elects, Tenant, at its own cost, shall restore the Premises to the condition designated by Landlord in its election, before the last day of the Term, or within 60 days after notice of election is given, whichever is later. Tenant shall indemnify, defend and hold the Landlord, the Building and Premises free and harmless from any liability, loss, damage, cost, attorneys' fees and other expenses incurred

on account of such construction, or claims by any person performing work or furnishing materials or supplies for Tenant or any persons claiming under Tenant.

13. REPAIRS AND MAINTENANCE: By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair, excepting only latent defects. Tenant shall, at Tenant's sole cost and expense, maintain the Premises in good, clean and safe condition and repair, excluding reasonable wear and tear; provided that such obligation shall not extend to any of the mechanical, electrical, plumbing, heating, ventilating, air conditioning and life safety systems serving the Premises or the Building, which shall be the obligation of the Landlord to maintain. Tenant shall be solely responsible for maintaining and repairing, within the Premises, all fixtures, electrical lighting, sidelights, ceilings, flooring, windows, doors, plate glass, and interior walls, normal wear and tear excepted. In addition, Tenant shall be responsible for all repairs made necessary by Tenant or Tenant's invitees. Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises except for the New Tenant Improvements or as otherwise specifically set forth in this Lease. Under no circumstances shall Tenant make any repairs to the Building or to the mechanical, electrical or heating, ventilating or air conditioning systems of the Premises or the Building; such repairs are the sole obligation of Landlord.

Landlord shall keep in good condition and repair in conformance with all regulations and consistent with any applicable industry building standards so as to minimize breakdowns and reasonably preventable or recurring disruption loss of Tenant's use of the Premises caused by deferred or inadequate maintenance, as is required for Tenant's access to, occupancy, possession, use and enjoyment of the Premises as provided in this Lease including but not limited to the following items: (i) the foundation, roof structure, exterior walls and other structural parts of the Building, (ii) the elevators on the Premises, (iii) all other portions of the Building not the obligation of Tenant, (iv) the Common Areas, (v) exterior window washing and (vi) the HVAC, life safety, mechanical, electrical and plumbing systems installed in the Building. Landlord shall make all necessary repairs and replacements required of Landlord pursuant to this Section 12, within a reasonable period following receipt of notice of the need therefor from Tenant. Except in emergency situations, Landlord shall give not less than three (3) business days prior written notice (including phone numbers and a contact to call with any questions or concerns) to Tenant, in the event of any material pest control, painting, remodeling, renovation, repair, carpet installation, or other work ("Non-emergency Work") affecting the Premises or Common Areas, including but not limited to any Non-emergency Work that generates dust, fumes, mists, vapors, gases or other odors. Landlord shall be responsible for repairing any latent defects and making all structural repairs to the Building, and shall maintain the roof, exterior walls, and foundations of the Building in good, clean and safe condition and repair. Landlord shall also maintain all lighting, landscaping, driveways, parking lots, fences, signs, sidewalks and other exterior Common Areas of the Building and Lot. Landlord shall be responsible for maintenance and repair of all heating, lighting, air conditioning, ventilation, and life safety systems, plumbing and elevators in the interior Common Areas of the Building.

14. WASTE: Tenant shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties or to other tenants of the Building. Tenant shall not commit or suffer to be committed any waste in or upon the Premises and shall keep the Premises in first class repair and appearance.

15. LIENS: Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. Landlord may, at its election, and upon ten days' notice to Tenant, remove any liens, in which case Tenant shall pay to Landlord the cost of removing the lien, including attorneys' fees.

16. ASSIGNMENT AND SUBLETTING: Tenant shall not, either voluntarily or by operation of law, assign, transfer, or hypothecate this Lease, nor sublet the Premises or any part thereof, or permit the use or occupancy by any other party without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any attempted assignment, transfer, or subletting without such consent shall be void and shall constitute a breach of this Lease without the need for notice to Tenant. The acceptance of Rent by Landlord from any person other than Tenant shall not be deemed consent to any assignment or subletting.

Tenant shall give Landlord written notice of Tenant's desire to assign or sublet at least 30 days in advance. The notice shall include the name, legal status and address of the proposed assignee or subtenant, its corporate officers in the case of a corporation, its members in case of a limited liability company and its partners in a case of a partnership, the nature of the proposed assignee's/subtenant's business, and tax returns and financial statements of the proposed assignee or subtenant to permit Landlord to determine the financial responsibility and character of the proposed assignee or subtenant. Landlord shall then have 10 days following receipt of such notice within which to notify Tenant of its decision with respect to the proposed sublease or assignment. The withholding of Landlord's consent to the assignment or subletting will be deemed to have been reasonable where based upon Landlord's good faith determination of: (i) the inability of assignee or subtenant to fulfill the Lease terms; (ii) the lack of financial responsibility of assignee or subtenant; (iii) the lack of suitability of assignee's or subtenant's intended use of the Premises; or (iv) the intended unlawful or undesirable use of the Premises by subtenant or assignee; provided, however, that the foregoing enumeration shall not be exclusive.

17. INDEMNITY: Tenant waives all claims against Landlord for any injury to Tenant's business or loss of income there from, damage to any property or injury to or death of any person in, on, or about the Premises, the Building, or the Lot arising at any time and from any cause, unless caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors. To the fullest extent permitted by law, Tenant hereby agrees to defend, indemnify, protect and hold harmless Landlord from and against any and all damages, loss claim, cause of action, liability and expense (including reasonable attorney's fees)

(collectively, “Liability”) to the extent such Liability arises out of Tenant’s negligent acts or omissions or willful misconduct occurring in connection with this Lease. To the fullest extent permitted by law, Landlord hereby agrees to defend, indemnify, protect and hold harmless Tenant, its officers, employees and agents from and against any and all Liability to the extent such Liability arises out of the negligent acts, omissions or willful misconduct of Landlord or its employees, subcontractors or agents, occurring in connection with this Lease. The provisions of this Section 17 shall survive the termination or expiration of this Lease with respect to any damage, injury, or death occurring prior to such expiration or termination.

18. DAMAGE TO PREMISES OR BUILDING: All damage to the Premises or the Building caused by Tenant or Tenant’s contractors, agents or employees when moving the property of Tenant or its employees, agents, guests or invitees into, in or out of the Building and all breakage done by Tenant or its employees, agents, guests or invitees, as well as any damage to the Premises or the Building due to the negligence of Tenant or its employees, agents, guests or invitees shall be repaired as reasonably determined by the Landlord at the expense of the Tenant.

19. TENANT’S INSURANCE: Tenant shall, at all times during the Term of this Lease and at its sole cost and expense, maintain insurance as follows and as Landlord may reasonably require from time to time:

- A. Commercial General Liability Insurance (including protective liability coverage on operations of independent contractors providing any goods or services to the Premises and also blanket contractual liability coverage) on an “occurrence” basis for the benefit of Tenant, Landlord and Landlord’s property manager as additional named insured against claims for “personal injury” liability, including without limitation, bodily injury, death, or property damage liability with a combined single limit of not less than \$2,000,000 per occurrence or not less than \$3,000,000 in the aggregate;
- B. Insurance against loss or damage by fire and such other risks and hazards as are insurable under present and future standard forms of fire and extended coverage insurance policies, to the personal property, furniture, furnishings, fixtures and improvements (including but not limited to interior walls, inside face of exterior walls, flooring, and ceilings) belonging to Tenant and/or Landlord located in the Premises for not less than 100% of the actual replacement value thereof. Tenant waives all rights of subrogation and Tenant’s property insurance shall include a waiver of subrogation in favor of Landlord;
- C. Reserved;
- D. Reserved; and
- E. Workers’ compensation or similar insurance in form and amounts required by law and employer’s liability insurance with not less than the following limits:

Each Accident	\$1,000,000
Disease--Policy Limit	\$1,000,000
Disease--Each Employee	\$1,000,000

Tenant is self-insured for general liability and workers' compensation and purchases excess insurance beyond the retention amounts.

All such insurance shall name Landlord, and any other parties designated by Landlord, as an additional insured, shall be effected under policies issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A:XII status as rated in the most recent edition of Best's Insurance Reports, shall be in forms and for amounts approved by Landlord, which approval shall not be unreasonably withheld, and shall provide that Landlord and Landlord's lender shall receive 30 days' written notice from the insurer prior to cancellation or change of coverage and that no act or default of Tenant or any other person shall affect the right of Landlord to recover thereunder. Tenant shall deliver policies of such insurance or certificates thereof to Landlord on or before the Commencement Date or Tenant's possession of the Premises, whichever occurs first, and thereafter at least 30 days before the expiration dates of expiring policies. In the event Tenant shall fail to procure such insurance or to deliver such policies or certificates, Landlord may, at its option, procure same for the account of Tenant, and the cost thereof shall be paid to Landlord within ten days after delivery to Tenant of bills therefore.

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other from any loss insured by fire, extended coverage, and other property insurance policies existing for the benefit of the respective parties. Notwithstanding the above, should Tenant occupy the Premises without evidence of the required insurance, or should it allow its policy to expire, for a period of more than 30 days, Landlord reserves the right to acquire insurance on Tenant's behalf, based on the above terms, and to charge Tenant for the policy cost.

20. LANDLORD'S INSURANCE: During the Term, Landlord shall keep the Building insured against loss or damage by fire, with extended coverage for vandalism, malicious mischief and special extended perils (all risk) 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 the Landlord, equal to at least one year's Monthly 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 (with standard mortgagee loss payable clause) in accordance with their respective interests. Landlord shall also maintain commercially reasonable liability insurance covering the Common Areas.

21. WAIVER: No waiver of any provision hereof by either party shall be deemed by the other party to be a waiver of any other provision, or of any subsequent breach of the same provision. 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. ENTRY BY LANDLORD: Landlord hereby understands and acknowledges that Tenant's operations are subject to strict security operational requirements under Federal and State law. Given such security restrictions, Landlord, its agents, representatives and designees shall only have the right to enter the Premises by providing Tenant at least three (3) business days' written notice and making prior arrangements with Tenant so that Landlord and its agents can be escorted by a Tenant authorized representative inside the Premises. Notwithstanding the foregoing, in the event of an emergency, Landlord may access the Premises after providing notice to Tenant, and Tenant shall have the right, but not the obligation to accompany Landlord into the Premises during Landlord's performance of any emergency related work. During the ninety (90) days prior to the expiration of the Lease Term, Landlord may place upon the Premises "For Lease" or other similar signs which shall not obstruct Tenant's signage or access to the Premises and Tenant shall permit said "For Lease" signs to remain thereon displayed.

For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all reasonable means which Landlord may deem proper to open said doors in the event of an emergency (as determined by Landlord or its employees or representatives acting in good faith), in order to obtain entry to the Premises without liability to Tenant except for liability resulting from the negligence or willful misconduct of Landlord or its agents. Any entry to the Premises obtained by Landlord by any of said means or otherwise shall not under any circumstances be construed or be deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Tenant from the Premises or any portion thereof.

23. CASUALTY DAMAGE: In case the Building of the Premises shall be so damaged by fire or other casualty that substantial reconstruction of the Building or the Premises shall be required, either party may, at their option, terminate this Lease by notifying the other party in writing of such termination within 60 days after the date of such damage, in which event the Rent shall be abated as of the date of such damage. If the damage does not require substantial reconstruction or if either party does not thus elect to terminate this Lease, Landlord shall, within forty-five (45) days following the date of the casualty, provide written notice to Tenant of its election to proceed with the repair or restoration of the Premises or the Building and the estimated completion date. Landlord shall thereafter complete repair and restoration of the Building or Premises to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of Tenant's furniture and furnishings or fixtures and equipment removable by Tenant under the provisions of this Lease. Landlord shall allow Tenant a diminution of Rent on a square footage basis during the time and to the extent the Premises are unfit for occupancy. Notwithstanding anything stated to the contrary in this Section, Tenant shall have the right to terminate this Lease if the repair or restoration cannot be completed within one hundred eighty (180) days after the date of the casualty, by providing written notice to Landlord within ten (10) days

following receipt of such notice from Landlord. If Tenant 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 Building as soon as practicable and thereafter prosecute the repair or restoration diligently to completion, and this Lease shall continue in full force and effect.

23. 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 that materially affects Tenant’s continued occupancy of the Premises, Tenant shall have the right to terminate this Lease as to the balance of the Premises by notice to Landlord within thirty (30) days after the date of title vesting in such proceeding. In the event of a partial condemnation of the Premises which does not result in a termination of this Lease, the Monthly Rent thereafter to be paid shall be equitably reduced on a rentable square footage basis. If the continued occupancy of Tenant is materially affected for any time during the partial taking, notwithstanding the partial taking does not terminate this Lease as to the part not so taken, the Monthly Rent shall proportionately abate so long as Tenant is not able to continuously occupy the part remaining and not so taken. For purposes of this Section, the Tenant’s continued occupancy shall be deemed to be materially affected if the remaining Premises is insufficient to meet Tenant’s needs.

24. TENANT’S DEFAULT: The occurrence of any one or more of the following events (each, an “Event of Default”) shall constitute a default and breach of this Lease by Tenant:

A. The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder as and when due, where such failure shall continue for a period of ten business days after the due date.

B. Tenant’s failure to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than as described in Paragraph 24.A above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant’s default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty-day period and thereafter diligently prosecutes such cure to completion.

C. The making by Tenant of any general assignment or general arrangement for the benefit of creditors, or the appointment of a trustee or a receiver to take possession of substantially all of Tenant’s assets located at the Premises or of Tenant’s interest in this Lease, where possession is not restored to Tenant within 30 days, or the attachment, execution, or other judicial seizure of substantially all of Tenant’s

assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in 30 days.

D. The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of 30 days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease, and provided to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligation under this Lease.

E. Without the prior written consent of Landlord, which shall not be unreasonably withheld, selling, leasing, assigning, encumbering, hypothecating, transferring, or otherwise disposing of all or substantially all of Tenant's assets.

25. REMEDIES FOR TENANT'S DEFAULT: Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following rights and remedies, in addition to any other rights and remedies now or hereafter available to Landlord at law or in equity, without any notice or demand whatsoever:

A. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant:

- i. the worth at the time of the award of any unpaid Rent which had been earned at the time of such termination; plus
- ii. the worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of the award exceeds the amount of such Rental loss which Tenant proves could have been reasonably avoided; plus
- iii. the worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of the award exceeds the amount of such Rental loss which Tenant proves could be reasonably avoided; plus
- iv. 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 things would be likely to result therefrom (including, without limitation, the cost of recovering possession of the Premises, expenses of reletting including necessary renovation and alteration of

the Premises, reasonable attorneys' fees, and real estate commissions actually paid and that portion of the leasing commission paid by Landlord and applicable to the unexpired portion of this Lease); plus

v. such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California Law.

As used in subsections (i) and (ii) above, the "worth at the time of the award" shall be computed by allowing interest at 10% per annum.

As used in subsection (iii) above, the "worth at the time of the award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus 1%.

B. Continue this Lease in full force and effect, and the Lease will continue in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect Rent when due (it is the intention of the parties that Landlord shall have the remedy described in California Civil Code Section 1951.4, which provides that a Landlord may continue the lease in effect after a Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Tenant acknowledges and agrees that the limitations upon its rights to assign or sublease its interests in this Lease stated in Paragraph 16 are reasonable. During the period Tenant is in default, 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 reasonable costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of making any repairs to the Premises required by the reletting, normal wear and tear excepted, and like costs. Reletting can be for a period shorter or longer than the remaining Term of this Lease. Tenant shall pay to Landlord the Rent due under this Lease on the dates the Rent is due, less the Rent Landlord receives from any reletting. In no event shall Tenant be entitled to any excess Rent received by Landlord. No act by Landlord allowed by this Paragraph 25 shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.

C. Cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due

immediately from Tenant to Landlord within ten (10) business days following a written demand from Landlord with supporting documentation of the sums paid by Landlord, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date of Landlord's written demand until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional Rent.

Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Section 25, if Tenant is in default, then Landlord shall have the right to terminate any and all assignments, subleases or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such assignments, subleases or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such assignments, subleases or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

Tenant agrees to indemnify and hold harmless Landlord from and against all fees, costs and expenses reasonably incurred by Landlord in the enforcement of this Lease, including, without limitation, Landlord's attorneys' fees and costs.

Tenant hereby waives any right of redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 or 1179, or under any other present or future law, if Tenant is evicted or Landlord takes possession of the Premises by reason of an Event of Default by Tenant hereunder.

The foregoing remedies are not exclusive; they are cumulative, in addition to any remedies now or later allowed by law, to any equitable remedies Landlord may have, and to any remedies Landlord may have under bankruptcy laws or laws affecting creditors' rights generally.

26. SURRENDER OF PREMISES: On expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Premises in good condition and broom clean, reasonable wear and tear excepted. Tenant shall remove all its personal property. Tenant shall perform all restoration made necessary by the removal of any Alterations or Tenant's personal property within the time periods stated in this Paragraph.

Landlord may elect to retain or dispose of in any manner any Alterations or any of Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the Term by giving at least ten days' written notice to Tenant. Title to any such Alterations or any of Tenant's personal property that Landlord elects to retain or dispose of on expiration of the ten-day period shall vest in Landlord. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposing of any such Alterations or any of Tenant's personal property.

27. DEFAULT BY LANDLORD: Landlord shall be in default under this Lease upon Landlord's failure to maintain, repair, operate or service the Premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Landlord's receipt of notice thereof from the Tenant-authorized representative.

If a default, occurs, Tenant may, by notice to the Landlord, proceed with either of the following remedies:

- A. Terminate this Lease, which termination shall be effective when received by Landlord, and pursue any other remedy Tenant has in law and in equity.
- B. Commence suit against Landlord to compel Landlord's performance and to recover damages suffered by Tenant; or
- C. Exercise any other remedies at law or in equity.

28. ESTOPPEL CERTIFICATE: Tenant shall at any time and from time to time within five (5) business days' prior written notice from Landlord execute, acknowledge, and deliver to Landlord a statement in writing (a) certifying 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 modified is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any; (b) certifying that the Premises have been accepted by Tenant; (c) confirming the Commencement Date and the expiration date of the Lease; and (d) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults, if any are claimed; and (e) confirming such other information as may reasonably be requested by Landlord. Any such statement may be relied upon by a prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

29. RESERVED:

30. SALE OF PREMISES: In the event that Landlord elects to formally list the Building for sale at any time during the Term of this Lease, Landlord shall notify Tenant of such listing prior to making such listing public. In the event of any sale of the Building, Landlord as named on the Basic Lease Information shall be and hereby is entirely released of all liability under any and all of its covenants and obligations to Tenant arising after the date of such sale, and the purchaser of the Building, as successor to Landlord named on the Basic Lease Information, shall be solely responsible for any and all of the covenants and obligations of Landlord under this Lease arising after the date of such sale.

31. SUBORDINATION, ATTORNMENT: Tenant agrees and acknowledges that this Lease is subordinate to the lien of any mortgage, deed of trust or ground lease, but that, at the Lender's election, this Lease may

be made prior to the lien of any mortgage, deed of trust or ground lease, and in the event a lender succeeds to the interests of Landlord under this Lease, then, at the lender's election (a) Tenant shall be bound to the lender under all the terms, covenants and conditions of this Lease for the remaining balance of the Term hereof, with the same force and effect as if the lender were the lessor hereunder, and Tenant does hereby agree to attorn to the lender as its lessor without requiring the execution of any further instruments immediately upon the lender succeeding to the interests of Landlord under this Lease; provided, however, that Tenant agrees to execute and deliver to the lender any instrument reasonably requested by it to evidence such attornment; and (b) subject to the observance and performance by Tenant of all the terms, covenants and conditions of this Lease on the part of Tenant to be observed and performed, the lender shall recognize the leasehold estate of Tenant under all the terms and conditions of this Lease for the remaining balance of the Term with the same force and effect as if the lender were the lessor under the Lease.

In the event any proceedings are brought for foreclosure, or in the event of a sale or exchange of the real property on which the Building is located, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, at purchaser's election Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

32. AUTHORITY OF PARTIES:

A. Tenant's Authority: If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a partnership, each individual executing this Lease on behalf of said partnership represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said partnership under the terms of the partnership agreement of said partnership. If Tenant is a limited liability company ("LLC"), each individual executing this Lease on behalf of said LLC represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said LLC under the terms of the operating agreement of said LLC. Tenant represents it is not an affiliate of Landlord.

B. Landlord's Authority: Landlord is a partnership, and each individual executing this Lease on behalf of said partnership represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said partnership under the terms of the partnership agreement of said partnership.

33. BROKER: Tenant represents that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease except for the broker specified in the Basic Lease Information, ("Broker"), and it knows of no other real estate broker or agent who is entitled to a commission in connection with the Lease. Tenant shall indemnify and defend and hold Landlord harmless from all Liability arising

from the party's dealings with any other real estate broker or agent in connection with the negotiation of this Lease. Landlord shall pay any brokerage commissions or fees that are payable to Broker. Tenant has no responsibility for Landlord's brokerage obligations.

34. HOLDING OVER: Upon termination of the Lease or expiration of the Term hereof, if Tenant retains possession of the Premises without Landlord's prior written consent, then Tenant's possession shall be deemed a tenancy at sufferance and Landlord may bring an action for possession or detainer at any time thereafter. In addition, Tenant shall be liable for the value of its use and occupation of the Premises at 150% of the last Monthly Rent in effect at the termination or expiration of the Term, and Landlord's acceptance of payment of the same shall not constitute a renewal of the Lease, shall not be deemed to waive Landlord's right of reentry, and shall not create a month-to-month or any other periodic tenancy. Nothing in this Paragraph 34 may be construed as implied consent by Landlord to any holding over by Tenant. Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease on expiration or other termination of this Lease. The provisions of this Paragraph 34 will not be considered to limit or constitute a waiver of any other rights or remedies of Landlord provided in this Lease or at law. If Tenant fails to surrender the Premises upon the expiration of this Lease despite demand to do so by Landlord, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender.

35. RULES AND REGULATIONS: Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate provided that such rules and regulations are compatible with Tenant's use of the Premises for the operations of the District Attorney's Office. Landlord reserves the right from time to time to make all reasonable modifications to said rules provided that Landlord provides thirty (30) days' prior written notice of such modifications to Tenant. (A copy of the present Rules and Regulations is attached hereto as Exhibit C.) Landlord shall enforce the non-performance of any of said rules by other tenants or occupants.

36. RESERVED.

37. GENERAL PROVISIONS:

A. *Joint Obligation:* If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several.

B. *Time* Time is of the essence in this Lease and with respect to each and all of its provisions in which performance is a factor.

C. *Quiet Possession:* Tenant shall have quiet possession of the Premises for the entire Term hereof, subject to all the provisions of this Lease.

D. *Prior Agreement:* This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

E. *Reserved:*

F. *Landlord's Personal Liability:* The liability of Landlord (which, for purposes of this paragraph, shall include the owner of the Building if other than Landlord, and any affiliates, officers, employees, partners or principals of Landlord) to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord or any of them in the Building, and Tenant agrees to look solely to Landlord's interest in the Building for the recovery of any judgment from Landlord or any of them, it being intended that Landlord or any of them shall not be personally liable for any judgment or deficiency. The foregoing covenants are enforceable by both Landlord and any affiliates, officers, employees, partners or principals of Landlord.

G. *Separability:* 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.

H. *Choice of Law:* This Lease shall be governed and construed in accordance with the internal laws of the State of California, notwithstanding any choice of law, statutes, regulations, provisions or requirements to the contrary.

I. *Signs:* Tenant shall not place any sign upon the Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Any sign that Tenant has the right to place, construct, and maintain shall comply with all laws, and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval. Installation and removal of signage shall be at Tenant's expense.

J. *Late Charges:* Tenant acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing charges, accounting charges, and late charges that may be imposed on Landlord by the terms of any encumbrance and note secured

by any encumbrance covering the Premises. Therefore, if any installment of Rent or other sums due from Tenant is not received by Landlord within ten (10) days of the date same are due, Tenant shall pay to Landlord an additional sum equal to 10% of such overdue amount as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the administrative and other costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord.

K. *Interest:* Notwithstanding any other provisions of this Lease, any installment of Rent or other amounts due under this Lease not paid to Landlord when due shall bear interest from the 31st day past due until the same have been fully paid, at a rate per annum which is the "prime" rate announced by the Bank of America, N.T. & S.A., plus five percentage points.

L. *Attorneys' Fees:* In the event any legal action is brought to enforce or interpret the provisions of this Lease by Landlord or Tenant, the prevailing party therein shall be entitled to recover all costs and expenses including reasonable attorney's fees.

M. *Modification:* This Lease contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Lease shall be of no force or effect, excepting a subsequent modification in writing signed by both parties hereto or their respective successors in interest.

N. *Successors and Assigns:* This Lease and each of its covenants and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

O. *Accord and Satisfaction; Allocation of Payments:* No payment by Tenant or receipt by Landlord of a lesser amount than Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease.

P. *Changes Requested by Lender:* Neither Landlord nor Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any right

or materially increase any obligations of the party for whom consent to such change or amendment is requested.

Q. *Reserved.*

R. *Guarantor:* In the event that there is a guarantor of this Lease, said guarantor shall have the same obligations as Tenant under this Lease.

S. *After Hours Use:* After hours use of the heating ventilating and air conditioning (HVAC) equipment are controlled by the Building's energy management system. Access to HVAC after normal business hours is allowed and monitored by Tenant's bypass timer(s) located in Premises. Any afterhours HVAC/electrical charges are governed by Section 9; Tenant receives a 10-hour monthly credit and excess usage is billed per Section 9.

T. *No Construction Against Drafter:* The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. If the parties delete any provision appearing in the original draft of this Lease, this Lease will be interpreted as if the deleted language were never a part of this Lease.

U. *Independent Covenants:* Each covenant, agreement, obligation or other provision of this Lease to be performed by each party is a separate and independent covenant of such party, and not dependent on the performance of the other party's obligations hereunder.

V. *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 instruments referenced 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 respective capacity.

W. *Exhibits:* The Basic Lease Information, Exhibits and Addenda attached to this Lease are incorporated herein by reference thereto.

X. *Entire Agreement:* This Lease, including attached Exhibits, Addenda, and Basic Lease Information, contains all the 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.

Y. Venue: This Lease is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Lease for the purpose of interpreting or enforcing any provision of this Lease shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Lease for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

Z. Counterparts; Electronic Signatures: This Lease may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page. By executing this Agreement, the parties consent and agree that any electronic signature, as defined by Civil Code § 1633.2(h), affixed thereon shall have the full force and effect as a wet or manual signature.

AA. Firearms and Ammunition: Tenant may store Government property, including by not limited to weapons, ammunition, and other sensitive materials (“Government Property”), on the Premises, to the extent required in connection with the use of the Premises by the Tenant. All such storage shall strictly comply with all applicable federal, state, and local laws and regulations, as well as the Tenant’s internal policies and procedures for the safe and secure storage of such property. Tenant shall be solely responsible for the proper handling, security, and accountability of all Government Property stored or carried on the Premises. Tenant shall be solely responsible for and shall defend, indemnify, and hold Landlord and its agents harmless from and against all claims, costs and liabilities, including attorneys’ fees and costs, arising out of or in connection with Tenant’s handlings, storage, security, use and disposal of Government Property.

38. NOTICES: All notices and demands required to be sent to the Landlord or Tenant under the terms of this Lease shall be in writing and personally delivered or sent by i) certified mail, postage prepaid, ii) nationally recognized overnight courier to the addresses indicated on Basic Lease Information, or to such other addresses as the parties may from time to time designate by notice pursuant to this paragraph or iii) by email to email addresses that the parties have provided to each other. Notices shall be considered given by the nationally recognized overnight courier shall be considered served on the next business day after having been deposited with such a courier in time for next business day delivery. Notice shall be considered given by certified mail three (3) business days after having been deposited during business hours on a business day with the U.S. Postal Service. Notice by email shall be deemed valid and effective upon the sender's receipt of a confirmation of receipt from the recipient, which may include an automatic reply from the recipient's email server or a manual acknowledgment from the recipient.

39. TELECOMMUNICATIONS:

A. Limitation of Responsibility: Tenant acknowledges and agrees that all telephone and telecommunications services desired by Tenant shall be ordered and utilized at the sole expense of Tenant.

All of Tenant's telecommunications equipment shall be and remain solely in the Premises and the telephone closet(s) on the floor(s) on which the Premises is located, in accordance with rules and regulations adopted by Landlord from time to time. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment, including wiring; nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected. Tenant agrees that, to the extent any such service is interrupted, curtailed or discontinued, Landlord shall have no obligation or liability with respect thereto unless caused by the negligence or willful misconduct of Landlord and it shall be the sole obligation of Tenant at its expense to obtain substitute service.

B. *Necessary Service Interruptions:* Landlord shall have the right, upon reasonable prior notice to Tenant, to interrupt or turn off telecommunications facilities in the event of emergency or after business hours in connection with repairs to the Building or installation of telecommunications equipment for other tenants of the Building.

C. *Installation and Use of Wireless Technologies:* Except as specifically authorized and approved in this Lease, Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones and WIFI networks), including antennae and satellite receiver dishes, within the Premises or the Building, without Landlord's prior written consent.

D. *Limitation of Liability for Equipment Interference:* In the event that telecommunications equipment, wiring and facilities or satellite and antennae equipment of any type installed by or at the request of Tenant within the Premises, on the roof, or elsewhere within or on the Building causes unreasonable interference to equipment used by another party, Tenant shall assume all liability related to such interference. Tenant shall use reasonable efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant will substitute alternative equipment which remedies the situation. If such unreasonable interference persists, Tenant shall discontinue the use of such equipment, and, at Landlord's discretion, remove such equipment according to foregoing specifications.

40. RESERVED.

41. EARLY TERMINATION. Tenant may terminate this Lease ("Early Termination Option") without any penalty on the last day of the 12th month of the Lease Term ("Early Termination Date") by giving Landlord written notice of its election to exercise its Early Termination Option ("Early Termination Notice"), no later than 120 days before the Early Termination Date. If Tenant exercises this Early Termination Option, the Lease shall terminate on the Early Termination Date, and neither party shall thereafter have any further rights or obligations under the Lease, except those which by the provisions of this Lease expressly survive termination of the Lease.

42. SIGNAGE. Landlord shall install Tenant-approved signage on lobby directory, Suite plaque, and exterior of the Building in accordance with the sign allowance set forth in Landlord's construction estimate dated October 7, 2025 and incorporated herein by reference.

43. COMPLIANCE WITH APPLICABLE LAW: Landlord shall comply with all Federal, state and local laws applicable to the Landlord as owner or lessor, or both, of the Premises or Building, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Landlord's expense. Tenant will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease.

44. TENANT REAL PROPERTY LEASE ANNUAL INSPECTION: Tenant's Public Works Property Management Division staff ("Division Staff") shall have unobstructed access to the Building for visual observation and non-intrusive physical examination of the subject areas during annual walk-through inspections. The intent of the annual inspection is to identify major health and safety concerns in locations leased from external entities where Tenant provides public service, living environments, or work environments. Division Staff will contact Landlord to arrange a mutually agreeable date and time for the annual inspection. If conditions are identified during the annual inspection that would threaten the health and safety of Tenant's staff or any members of the public, and said deficiencies are within the responsibility of Landlord under this Lease, Division Staff will report said deficiencies to Landlord within five (5) business days of the date of the annual inspection. The report will specifically identify the deficiencies and establish a reasonable time frame for Landlord to cure the deficiencies. The timeframe for Landlord to cure deficiencies shall be reasonable and will reflect the seriousness of the issues identified and the impact to Tenant's programs.

IN WITNESS WHEREOF this Lease Agreement is executed on the date and year first written below.

Dated: 10/10/2025

LANDLORD:
Main Street West, L.P.,
a California limited partnership

By: Main Street West, LLC,
a California limited liability company,
its General Partner

By: Wiseman Company Management, LLC,
a California limited liability company,
its ~~Authorized Agent~~

Signed by:
By: Christine Simpson
Chr. 8DCEA566A72A45B... authorized signer

Dated: _____

TENANT:
Napa County, a political subdivision of the State of
California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Sabrina S. Wolfson</u> Deputy County Counsel</p> <p>Date: <u>October 10, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By:</p>
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EXHIBIT A: DESCRIPTION OF PREMISES

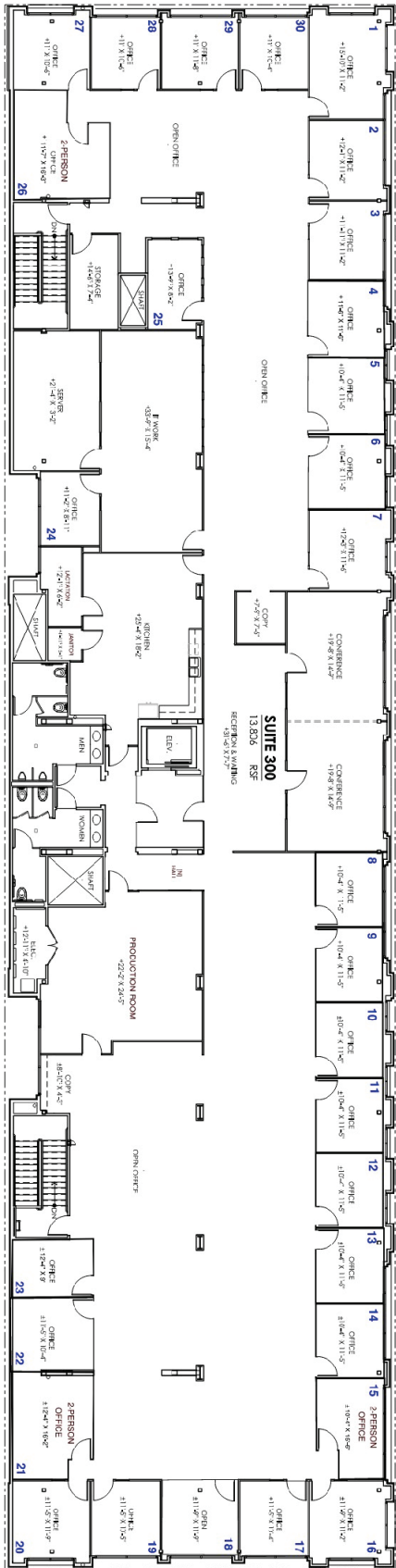


EXHIBIT B WORK LETTER

The purpose of this Work Letter is to delineate the responsibilities of Landlord and Tenant with respect to the design and construction of the New Tenant Improvements for the Premises. This Work Letter is a part of the Lease and shall be subject to all of the terms and conditions of the Lease.

1. Landlord shall, at its sole cost and expense, design, install and construct the tenant improvements and provide all materials, labor and equipment required therefor (the “New Tenant Improvements”) as depicted in Exhibit A (the “Approved Space Plan”), and described in Exhibit B-1 attached hereto and incorporated herein by reference, in accordance with the terms of this Lease. The Landlord shall perform or cause to be performed the New Tenant Improvements in conformance with the prevailing wage provisions of State law, including the relevant provisions of the California Labor Code. Landlord shall install four security cameras at the following locations: (a) Tenant’s elevator vestibule lobby; (b) the interior lobby of the Building; and (c) both stairwells on Tenant’s floor. The security cameras will be provided by Tenant to Landlord.

2. The New Tenant Improvements shall be constructed in accordance with current building standards, laws, regulations, ordinances and codes. If building permits or any other permits are required for the New Tenant Improvements, Landlord shall obtain such permits at its sole cost and expense.

3. Landlord shall commence work on the New Tenant Improvements within five (5) days of execution of this Lease. Landlord shall substantially complete (as defined herein) the New Tenant Improvements no later than the Completion Deadline identified on page 1 of the Basic Lease Information; provided however, that the Completion Deadline shall be extended one day for each day of delay caused by a Changer Order requested by Tenant.

4. Tenant may request changes or modifications to the Approved Space Plan (each a “Change Order”), which changes or modifications shall be subject to Landlord’s review and reasonable approval. The cost of any Change Order(s) shall be borne by Tenant. If Tenant shall request any Change Order, then Landlord shall promptly provide Tenant in writing with a bid that includes: (a) the cost engineering and design services to prepare the Change Order, (b) the cost of the work to be performed pursuant the Change Order, and (c) the time delay expected because of such requested Change Order. Within three (3) days after Tenant’s receipt of the bid from Landlord, Tenant shall notify Landlord in writing whether it approves the bid. If Tenant approves the bid, then Landlord shall promptly complete the Change Order work in accordance with the approved bid. Upon Landlord’s completion of the Change Order work, Landlord shall submit to Tenant an invoice for the Change Order work consistent with Landlord’s bid, which Tenant shall pay to Landlord within thirty (30) days from Tenant’s receipt of the invoice.

5. The New Tenant Improvements shall be deemed “substantially completed” when (i) the New Tenant Improvements have been completed in accordance with the Approved Space Plan to the reasonable satisfaction

of Tenant except for "punch list" items (as hereinafter defined) and Landlord has removed all of its equipment used in connection with, and all debris caused by the performance of, the New Tenant Improvements, and (ii) Landlord has obtained all consents, approvals, and "sign-offs" from governmental authorities with jurisdiction, indicating that the New Tenant Improvements have been completed in accordance with all applicable legal requirements. Such consents, approvals and "sign-offs" shall be without any condition that would prevent or materially interfere with Tenant's lawful use of the Premises for its intended purposes. "Punch list" items are those minor or insubstantial details of construction or mechanical adjustment that will not materially interfere with Tenant's use of the Premises.

6. Tenant shall inspect the Tenant Improvements immediately upon substantial completion and compile and furnish Landlord with a "punch list" (as defined above) of any missing or deficient New Tenant Improvements. Landlord shall use commercially reasonable efforts to complete the corrective work noted in the punch list in a prompt, good and workman-like manner.

7. Pursuant to Section 4 of the Lease, Tenant, may, with Landlord's consent, enter the Premises (30) days prior to substantial completion solely for the purpose of installing its data cabling, access controls, IT and computer, phone and telecommunications equipment (hereinafter, "Tenant's Work"). In addition, during the early access period, Tenant shall have the right to access the Premises to install tenant fixtures, furniture and equipment as long as such entry does not interfere with the orderly construction and completion of the New Tenant Improvements. Tenant shall notify Landlord of its desired time(s) of entry and shall submit for Landlord's approval the scope of Tenant's Work to be performed and the name(s) of the contractor(s) who will perform such work. Prior to entering the Premises to perform Tenant's Work, Tenant shall provide its required insurance certificates to Landlord. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any and all claims, actions, losses, liabilities, damages, cost or expenses (including, without limitation, reasonable attorney's fees and claims for worker's compensation) of any nature whatsoever, arising out of or in connection with the Tenant's Work.

8. During the course of construction, at Tenant's expense, Tenant shall maintain public liability and worker's compensation insurance, in amounts acceptable to Landlord, which name Landlord and Tenant as parties insured from and against all liability for death of or injury to person or damage to property caused in or about or by reason of the construction of the Tenant's Work.

7. Upon Landlord's substantial completion of the New Tenant Improvements in accordance with the terms hereof, Landlord and Tenant shall mutually execute the Commencement Date Memorandum in Exhibit D of the Lease.

EXHIBIT B-1
APPROVED SPACE PLAN

Landlord shall construct seventeen (17) new offices, two walls with doors enclosing an elevator landing vestibule, and a new restroom access hallway. The new offices shall be built using metal stud framing with insulation, and all drywall shall be finished to a Level 4 smooth wall standard. All new walls and intersections, as well as any existing walls that are disturbed during construction, shall be primed and painted to match the existing building white finish. Landlord shall apply new paint to all new door and sidelight metal frames. Landlord shall repair, replace, or modify existing acoustic ceiling grid and ceiling tiles per the installation of new walls. Landlord shall install wall base at all new walls to match the existing. Landlord shall install new flooring in newly constructed areas to match existing and repair any existing flooring damaged during construction. Landlord shall also provide and install new building standard doors, frames, and hardware for seventeen (17) new offices and two (2) for the new elevator landing vestibule. Each new office and the hallway shall include a minimum of two (2) building standard light fixtures. Landlord shall provide appropriate HVAC supply and return ductwork and grills serving each new office, tied into the main building's existing central HVAC system and relocate the existing thermostats where needed. In each new office, Landlord shall provide two (2) electrical outlets and two (2) data ports and two-person offices shall have 3 new outlets and 3 new data ring and string. Landlord shall add exit signs where needed, and install new wall mounted lighting motion sensors for each office. Landlord shall add or relocate power for copy machines. A building-standard minimum 1 foot wide sidelight window shall be installed at each office entry.

Landlord shall relocate sprinklers as needed per new walls and replace or recharge fire extinguishers as needed. Landlord shall add a fire extinguisher to the lobby.

Landlord shall perform necessary low voltage work, including electrical and data connections, for all new offices and up to eighteen (18) Tenant-provided cubicle workstations and coordinate with the Napa County IT Department to ensure seamless integration of new and existing low voltage equipment with the Building infrastructure. Landlord shall install four (4) security cameras. One (1) security camera at the elevator vestibule, and one (1) security camera in the main building lobby, and one (1) camera at the east and west 3rd floor stairwell landings. An electrified door strike with push-button door access system shall be installed at the reception area. Landlord shall install code-compliant and Tenant-requested interior signage. The cost of architectural design services, construction drawings, construction, demolition, equipment, materials, labor, permits, project management and all other costs related to the design and construction of the New Tenant Improvements shall be included as part of the New Tenant Improvements.

Once the New Tenant Improvements are completed, Landlord shall perform a final professional cleaning of the entire Premises and buff and polish all VCT tile flooring surfaces.

All other areas of the Premises not specifically identified in the scope of work shall remain in their existing condition, with no improvements, alterations, or modifications to be made by Landlord.

EXHIBIT C

BUILDING RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Building. Strict adherence to these rules and regulations and any successors or additions thereto is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Landlord reserves the right to amend these rules and regulations and to promulgate additional rules and regulations, but all rules and regulations shall be subject to a tenant's own lease. Any violation of these rules and regulations and any successors or additions thereto by Tenant shall constitute a default by Tenant under the Lease.

1. Throughout the Lease Term, Tenant covenants and agrees to the following:
 - A. Not to use any equipment, machinery or advertising medium which may be heard outside the Premises.
 - B. Not to use any plumbing facilities for any purpose other than that for which they were constructed.
 - C. Not to use or permit the use of any portion of the Premises as sleeping apartments, lodging rooms or for any unlawful purpose or purposes.
 - D. Not to solicit business in the common or public areas of the Building or the Lot, nor distribute or display any handbills or other advertising matters or devices in such common or public areas.
 - E. Except for packages delivered by small package couriers, not to receive or ship articles of any kind outside the designated loading area of the Building or other than during the designated loading times.
 - F. Not to employ any of Landlord's employees for any purpose whatsoever, or request such employees to do anything outside of their regular duties.
 - G. To provide adequate security within the Premises for Tenant's employees, agents, licensees, invitees, assignees, subtenants, concessionaires, customers, clients, family members or guests.
 - H. Not to obstruct or encumber any sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or any other part of the Building.
 - I. Not to permit any awnings, signs, placards and the like, or any projections of any kind whatsoever to be attached to the outside walls of the Premises or affixed to the windows thereof without the prior written consent of Landlord.
 - J. Not to permit any drapes, blinds, shades or screens to be attached to, hung in or used in connection with any window or door relating to the Premises without the prior written consent of Landlord.
 - K. Not to permit any showcases, mats or other articles to be placed or allowed to remain in front, in the proximity of or affixed to any part of the exterior of the Premises.
 - L. Not to permit or encourage any loitering in or about the Premises.
 - M. Not to enter upon or use the roof of the Building.
 - N. If requested to do so by Landlord, to install a locking system for the Premises compatible with the locking system being used by Landlord at the Property.
 - O. Not to permit or encourage any canvassing, soliciting, peddling or demonstrating in or about the Premises.

- P. Not to install or permit the installation of any wiring for any purpose on the exterior of the Premises or the Building.
- Q. Not to mark, paint, drill into or deface any part of the shell or core of the Building.
- R. Not to cook in the Building or permit any cooking in the Premises without obtaining Landlord's prior written consent (and not to cause or permit any odor to emanate from the Premises in connection therewith if consent is given).
- S. Reserved.
- T. Not to purchase merchandise or services from a company or person whose repeated violations of building regulations have caused, in Landlord's sole opinion, a hazard or nuisance to the Building and/or its occupants.
- U. Not to affix any floor covering to any floor of the Premises with adhesive of any kind without obtaining Landlord's written consent.
- V. Not to bring any bicycles, motor scooters or other vehicles into the Building (except as permitted by those provisions of the Lease allowing use of the parking lots and/or garage, as applicable).
- W. Not to install or permit the installation in the Premises of any coin- or token-operated vending machine or similar device except for the exclusive use of Tenant's employees in areas of the Premises not accessible to the public.
- X. Not to allow any animals in the Premises, except service animals assisting persons with disabilities or otherwise required by law, or service animals used to support program operations of the Tenant.
- Y. Not to allow live Christmas trees, unless treated with fire-retardant. Artificial Christmas trees may be permitted by Landlord if any lighting thereon is approved by Landlord and is turned off at the end of each business day.
- Z. Not to permit space heaters or other energy-intensive equipment unnecessary to conduct tenant's business without written approval by Landlord. Any space conditioning equipment that is placed in the Premises for the purpose of increasing comfort to tenants shall be operated on sensors or timers that limit operation of equipment to hours of occupancy in the areas immediately adjacent to the occupying personnel.
- AA. Not to allow the smoking of cannabis, cigarettes, other tobacco products or e-cigarettes (e.g., vaping) in the Premises, common areas, or within 15 feet of the Building's entrances.
2. Tenant acknowledges that it is Landlord's intention that the Building be operated in a manner which is consistent with Landlord's sustainability practices. Tenant is required to comply with these practices within its Premises.
3. Tenant acknowledges that it is Landlord's intention that the Building be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operations of the Building or may tend to impose or detract from the moral character or image of the Building.
4. Landlord shall have the right to prescribe the weight and position of file systems, safes, computer systems, and other heavy items, equipment and fixtures, which shall, if considered necessary by Landlord, be positioned in consultation with Landlord in order to distribute their weight. Any and all damage or injury to the Premises or the Building caused by moving the property of Tenant into or out of the Building, or due to the same being in or upon the Premises, shall be repaired by and at the sole cost of Tenant. No furniture, equipment or

other bulky matter of any description will be received into the Building or carried in the elevators except as approved by Landlord and all such furniture, equipment and other bulky matter shall be delivered only through the designated delivery entrance of the Building and the designated freight elevator. All moving of furniture, equipment and other materials shall be under the direct control and supervision of Landlord who shall not, however, be responsible for any damage to or charges for moving the same. Tenant agrees promptly to remove from the sidewalks adjacent to the Building any of Tenant's furniture, equipment or other materials delivered or deposited.

5. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant shall, upon the expiration or termination of its tenancy, return to Landlord all keys used in connection with the Premises, including any keys to the Premises, to rooms and offices within the Premises, to storage rooms and closets, to cabinets and other built-in furniture, and to toilet rooms, whether such keys were furnished by Landlord or procured by Tenant and in the event of the loss of any such keys, Tenant shall pay to Landlord the cost of replacing the locks. On the expiration of this Lease, Tenant shall disclose to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, remaining in the Premises. The hours of Tenant's moving into or out of the Premises shall be limited to 6:00 PM through the following 7:00 AM, Monday through Friday, and anytime during Saturday, Sunday or federal holidays.

6. Tenant shall be responsible for all persons for whom it authorizes entry into the Building and shall be liable to Landlord for all acts of such persons.

EXHIBIT D

Lease Commencement Memorandum

THIS MEMORANDUM is made and entered into as of _____, by and between _____ (“Landlord”) and _____ (“Tenant”).

RECITALS:

1. Landlord and Tenant are party to a certain Lease Agreement dated as of _____ (“Lease”) relating to certain premises (“Premises”) designated as Suite/Unit _____ located at _____, (“Building”); and
2. Landlord and Tenant desire to confirm the Commencement Date (as defined in the Lease) and the date the initial Term of the Lease expires.

ACKNOWLEDGEMENTS

Pursuant to the provisions of the Lease and in consideration of the facts set forth in the Recitals, Landlord and Tenant acknowledge that:

- a. All capitalized terms not otherwise defined in this Memorandum have the meanings set forth in the Lease.
- b. The Commencement Date under the Lease is _____.
- c. The initial term of the Lease expires on _____ unless the Lease is sooner terminated or extended in accordance with the terms and conditions of the Lease.

Landlord and Tenant have caused this Memorandum to be executed by their duly authorized representatives as of the date first written above.

LANDLORD:

By: _____

TENANT:

By: _____