LEASE AGREEMENT BETWEEN COUNTY OF TEHAMA AND THE NAGOS FAMILY REVOCABLE TRUST OF DECEMBER, 1990

General Provisions and Definitions:

This lease is made and entered into by and between The Nagos Family Revocable Trust of December, 1990 referred to herein as "Lessor," and the County of Tehama, referred to herein as "Lessee."

Lessor, for and in consideration of the rent to be paid by Lessee and of the covenants and provisions to be kept and performed by Lessee under this lease, hereby leases to Lessee, and Lessee agrees to lease from Lessor, subject to the conditions set forth herein, the real property and improvements referred to herein as the "Premises."

"Premises" as used herein shall refer to the real property, as depicted on Exhibit "A," attached hereto and incorporated herein, located at:

Los Molinos Library - 7881 Highway 99E, Los Molinos, California, described as a portion
of "Parcel One of Parcel Map #82-13 as recorded January 25, 1983 in Book Seven (7) of
Parcel Maps. At page One Hundred Sixty 160), Official Records of Tehama County,
California," consisting of approximately 1800 ft.² of the Los Molinos Shopping Center
building, and non-exclusive use of the associated common areas and parking areas, to be
used as the Los Molinos Branch of the Tehama County Library. APN: 078-171-018.

ARTICLE 1. TERM OF LEASE

<u>Section 1.01 – Original Term:</u> This lease shall be for an "Original Term" of three (3) years, commencing at 12:01 a.m. on October 1, 2024 (the "Commencement Date"), and ending at 11:59 p.m. on September 30, 2027, unless terminated earlier pursuant to the provisions of this lease.

<u>Section 1.02 – Additional Term</u>: In addition to such Original Term, LESSEE'S Board of Supervisors shall have the option and right to renew the Original Term of this lease for a period of three (3) years, commencing upon expiration of the Original Term. If Lessee elects to extend the term of this lease, Lessee must give Lessor written notice of Lessee's election to extend not less than thirty (30) days before the end of the Original Term, unless waived by Lessor. During the Extended Term(s) of this lease, if any, LESSOR and LESSEE shall be bound by all of the obligations, covenants, agreements, and conditions of this lease. References throughout this lease to "the term of this lease" shall include both the Original Term and the Extended Term, if any, unless otherwise indicated.

<u>Section 1.03 – Holding Over</u>: In the event Lessee holds over and continues in possession of the Premises after expiration of the Original Term (when Lessee has not validly exercised its option to extend the term of the lease in accordance with Section 1.02) or after expiration of the Extended Term (when Lessee has validly exercised its option to extend the term of the lease in accordance with Section 1.02), Lessee's continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of the Original Term of this lease, or any additional term as applicable.

ARTICLE 2. RENT

<u>Section 2.01 – Monthly Rent:</u> Lessee agrees to pay to Lessor a fixed Monthly Rental Sum for the use and occupancy of the Premises, as set forth below:

- (a) Lessee shall pay to lessor the Monthly Rental Sum in the amount of \$575.00. Such fee shall be prorated for any partial month(s) during the term of this Agreement [\$575 / 30 days = \$19.17 per day].
- (b) Lessee shall pay to lessor a monthly repayment for air conditioner repairs of \$100 per month.
- (c) Rent shall be paid by check, cashier's check, or money order payable to Lessor in advance on or before the first day of each month during the term of this Agreement. Payment will be made to The Nagos Family Trust, 200 Tonea Way, Chico CA 95973.
- (d) Payment shall be delivered personally or by mail to Lessor at the address specified in Section 11.02, or at any other place(s) as Lessor may from time to time designate by written notice delivered at least 72 hours in advance to Lessee.
- (e) Lessee may prepay one year (12 months) at a discounted rate of \$550 Monthly Rental Sum plus \$100 air conditioner repairs, for a total of \$7,800.
- (f) The Maximum Compensation payable hereunder is \$8,100.00.

ARTICLE 3. USE OF PREMISES / COMMON AREAS

<u>Section 3.01 – Permitted Use</u>: During the term of this Lease, the Premises may be used by Lessee for any use which complies with the applicable zoning. Without limiting the generality of the foregoing, Lessee may use the Premises to operate any and all permissible functions of the Tehama County Library and related activities.

<u>Section 3.02 – Waste or Nuisance</u>: Lessee shall not commit or permit the commission by others of any waste on the Premises; Lessee shall not maintain or commit, or permit the maintenance or commission of any nuisance as defined in Civil Code Section 3479 on the Premises, and Lessee shall not use or permit the use of the Premises for any unlawful purpose. Lessee shall be responsible for the legal disposal of any hazardous substances generated or kept on the premises.

<u>Section 3.03 – Compliance with Laws</u>: Lessor and Lessee shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal.

ARTICLE 4. UTILITIES / JANITORIAL AND TAXES

<u>Section 4.01 – Utilities</u>: Lessee shall pay all utility costs for electricity, telephone, gas, sewer, water, garbage pickup and disposal, and other public utilities for the portion of the Premises devoted to Lessee's exclusive use during the term of this lease, including the months Lessor waives payment of rent. All such charges shall be paid by Lessee directly to the providers of the services and shall be paid as they become due and payable, but in any event, before delinquency. Lessor shall be solely responsible for all utility costs for the parking areas and common areas of the Los Molinos Shopping Center.

<u>Section 4.02 – Real Property Taxes</u>: All real property taxes and assessments levied or assessed against the Premises by a governmental entity, including any special assessments imposed on or against the Premises for the construction or improvement of public works in, on or about the Premises shall be paid, before they come delinquent, by Lessor.

ARTICLE 5. ALTERATIONS AND REPAIRS

<u>Section 5.01 – Condition of Premises</u>: Lessor represents and warrants that, upon commencement of Lessee's occupancy hereunder, the Premises shall be in good, clean, safe, and rentable condition suitable for Lessee's use.

<u>Section 5.02 – Maintenance by Lessor</u>: Lessor shall be responsible for all non-basic maintenance, repair and upkeep of the entire Premises, including without limitation, the parking lot, grounds, building and improvements, and equipment and fixtures attached thereto (except for improvements, and equipment and fixtures installed by Lessee.) Such responsibility shall include, without limitation, the following:

- (a) The structural parts of the building and other improvements in which the premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof; and
- (b) The exposed and unexposed electrical, plumbing, and sewage systems, including without limitation, those portions of the systems lying outside the Premises. Notwithstanding the foregoing, it shall be the responsibility of Lessee to unclog the sewer lines or pump the septic tank when a stoppage is caused solely by flushing any material other than bathroom tissue by Lessee, employees, or invitees; and
- (c) Window frames, gutters, and down spouts on the building and other improvements in which the Premises are located. Notwithstanding the foregoing, it shall be the responsibility of Lessee to replace broken windows when such breakage is caused for any reason other than by Lessor or Lessor's agent; and
- (d) Heating, ventilating, and air-conditioning systems (HVAC) servicing the Premises, except as provided in Section 5.04;
- (e) Landscape maintenance and parking lot maintenance including drainage, except as provided in Section 5.04; and
- (f) Carpet and flooring.

In case of emergency, Lessor will immediately make appropriate repairs under this Section 5.02 to protect persons and property. If Lessor does not take the necessary steps, Lessee will have the right to repair or contract to repair and to be reimbursed by Lessor. If the full about of the reimbursement is not delivered by Lessor to Lessee within 10 calendar days after Lessee's delivery to Lessor of a written statement or bill evidencing the cost of the repair, Lessee will have the right to deduct the cost of repair from the next monthly rent payment. As used herein, "emergency: shall mean any condition that may cause irreparable harm to personal property, real property, or fixtures attached to real property if not immediately repaired, or any condition that poses an immediate threat to the health or safety of an occupant.

Except for cases of emergency, Lessor will make all repairs as soon as possible. In the event Lessor has not made a repair referred to in a written notice from Lessee to Lessor within 30 days after date of notice, Lessee will have the right to repair or contract to repair and be reimbursed by Lessor. If the full amount of the reimbursement is not delivered by Lessor to Lessee within 10 days after Lessee's delivery to Lessor of a written statement or bill evidencing the cost of the repair, Lessee will have the right to deduct the cost of repair from the next monthly rent payment.

<u>Section 5.03 – Prevailing Wage</u>: Lessor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and

"maintenance" projects. If any work that is the responsibility of Lessor under this Lease is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Lessor agrees to fully comply with and to require its contractors and subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, Lessee will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Lessor shall defend, indemnify and hold the Lessee, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Lessor or its contractors or subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Lessor specifically acknowledges that Lessee has not affirmatively represented to Lessor in writing, in any call for bids, or otherwise, that any work described in this Lease was not a "public work." To the fullest extent permitted by law, Lessor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Lessor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

Lessor acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Lessor acknowledges that such project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

<u>Section 5.04 – Maintenance by Lessee</u>: Except as indicated in Sections 5.02, 5.05, 5.06, 7.01, and 7.03 Lessee agrees to:

- (a) Be responsible for all basic non-structural maintenance, repair, and upkeep of the entire Premises, such as light bulbs, carpet cleaning, restroom cleaning, etc., normal wear and tear excepted, including any alterations and/or improvements made pursuant to Sections 5.05 and/or 5.06; and
- (b) Routine basic HVAC maintenance, e.g., changing filters; and
- (c) Keep the front of the Premises neat and clean; and
- (d) Keep the Premises clean and sanitary and in good repair and upon termination of the tenancy, to return the premises to Lessor in a condition substantially similar to that which existed, when Lessee took occupancy, except for ordinary wear and tear, and providing Lessee shall not be responsible for repairing or replacing any carpeting; and
- (e) Immediately notify Lessor of any defects or dangerous conditions in and about the Premises of which lessee becomes aware.

<u>Section 5.05 – Alterations/Liens</u>: Except as indicated in Section 5.06, Lessee shall not make or permit any other person to make any alterations to the Premises or to any improvements on the Premises without the prior written consent of Lessor. Lessor shall not unreasonably withhold this consent. Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished or operations conducted on the Premises at the

instance or request of Lessee. Upon termination of the lease, Lessee may leave such modification on the premises as property of the Lessor.

<u>Section 5.06 – Improvements by Lessee</u>: Lessee may make any and all improvements and/or alterations to the Premises that are reasonably necessary to establish a library. Such improvements shall be made at Lessee's sole discretion. Lessee shall make any such improvements in compliance with all applicable laws and at Lessee's sole cost and expense. Lessee shall inform Lessor of any such improvements and/or alterations to the Premises prior to commencement of such work.

<u>Section 5.06 – Entry by Lessor</u>: Lessor and its agents shall have the right to enter the Premises at all reasonable times as scheduled with Lessee (and at any time during an emergency) for all of the following purposes: inspection of the Premises, repairs required of Lessor, inspection to assure that Lessee is complying with the terms of this lease, and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises or for the purpose of performing Lessor's duties under this lease.

<u>Section 5.07 – Surrender of Premises</u>: On expiration or earlier termination of this lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they are now at the date of this lease, excluding reasonable wear and tear and repairs required to be made by Lessor under this lease, and providing Lessee shall not be responsible for repairing or replacing any carpeting.

<u>Section 5.08 – Parking</u>: Lessee's staff, clients, guests and invitees shall be permitted to park anywhere within the Los Molinos Shopping Center parking lot without restriction. During daytime hours, County employees are encouraged to park behind the Los Molinos Shopping Center building in order to allow patrons to use the parking area in front of the building. At least one (1) parking spot behind the Los Molinos Shopping Center building shall be designated for use by the Lessee.

ARTICLE 6. INDEMNITY AND INSURANCE

<u>Section 6.01 – Lessor Indemnification</u>: Lessee shall hold Lessor harmless for all damages to any person or property occurring in, on or about the Premises and arising out of Lessee's use and occupation of said Premises, except that Lessor shall be liable to Lessee and shall hold Lessee harmless for damage resulting from the acts or omissions of Lessor or its authorized representatives.

<u>Section 6.02 – Lessee Public Liability Insurance</u>: Lessee at its cost shall maintain public liability and property damage insurance, or participation in a self-insurance program, against claims for personal injury, death or property damage arising out of and in connection with Lessee's use or occupancy of the premises, with a single combined limit of not less than one million dollars (\$1,000,000.00).

<u>Section 6.03 – Lessor's Property Insurance</u>: Lessor shall maintain on the building and other improvements that are a part of the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement value.

<u>Section 6.04 – Release and Waiver of Subrogation</u>: Lessor hereby releases Lessee and its elected officials, officers, employees, agents, volunteers, and invitees from any claims for damage to any person or property of Lessor about the Premises that are caused by or result from risks insured against under any insurance policies carried by Lessor. Lessor further agrees that Lessee shall not be liable to Lessor for any damage caused by fire or any of the risks insured against under any insurance policy and Lessor shall cause each insurance policy obtained by it to provide

that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any covered damage.

<u>Section 6.05 – Authorization to Insurance Companies to Release Information</u>: By its signature to this lease, Lessee hereby authorizes any insurer providing insurance on the Premises or relating to the Premises to release to Lessor any and all information concerning the nature and extent of such insurance coverage.

ARTICLE 7. SIGNS AND TRADE FIXTURES

<u>Section 7.01 – Installation and Removal of Trade Fixtures</u>: Without limiting section 5.06, Lessee shall have the right at any time and from time to time during the term of this lease, at Lessee's sole cost and expense, to install and affix in, to or on the Premises any items, including fixtures, which are reasonably necessary to the performance of the activities for which the Premises are leased. Lessor's right of pre-approval as previously stated in this Agreement shall not be unreasonably withheld, and the discretion of Lessee in design shall be honored.

<u>Section 7.02 – Unremoved Trade Fixtures</u>: Any additions or fixtures described in this Article that are not removed from the Premises by Lessee as described in Section 5.05 shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed. This provision does not negate the right of Lessor to insist that such additions or fixtures be removed by Lessee, and a written demand by Lessor to Lessee within thirty (30) days of lease termination shall require Lessee to remove and repair.

<u>Section 7.03 – Signs</u>: Subject to Lessor's approval, Lessee may erect, maintain, permit and from time to time remove any signs in, on or about the Premises that Lessee may deem necessary or desirable, provided that any signs erected or maintained by Lessee shall comply with all requirements of any governmental authority with jurisdiction. Lessor's right of pre-approval as previously stated in this Agreement shall not be unreasonably withheld, and the discretion of Lessee in design shall be honored.

ARTICLE 8. DESTRUCTION OF PREMISES

Section 8.01 – Lessor's Obligation to Repair: Except as otherwise provided in Section 8.02 below, if at any time during the term of this lease the building on the Premises is damaged or destroyed by any cause, Lessor shall promptly repair, restore or rebuild the building to substantially the same condition as the building was delivered to Lessee at the commencement of this lease (i.e., exclusive of Lessee fixtures and equipment). Lessor shall have the obligation to repair, restore or rebuild described in this section whether or not the insurance proceeds paid to Lessor are sufficient to cover the total cost of repair, restoration or rebuilding. Lessor shall commence repair, restoration or rebuilding, as appropriate, not later than fifteen (15) days after occurrence of the event causing damage or destruction, and shall cause construction to be completed not later than sixty (60) days after the occurrence of the event causing damage or destruction. In the event Lessor does not commence or complete construction within the time periods described in this section, Lessee shall have the right to terminate this lease by giving Lessor written notice within thirty (30) days after expiration of either time period.

<u>Section 8.02 – Lessor's Right to Terminate Lease</u>: Notwithstanding Section 8.01, Lessor shall have the right to terminate this lease and shall have no obligation to repair, restore or rebuild the Premises or the building under any of the following circumstances:

(a) Damage or destruction from an insured casualty when the damage or destruction cannot reasonably be repaired, restored or rebuilt within the period required by Section 8.01.

- (b) Damage or destruction from an uninsured casualty when the cost of repair, restoration or rebuilding exceeds a total of twenty-five percent (25%) of the then-replacement cost of the building.
- (c) Damage or destruction from an uninsured casualty occurring during the last two (2) months of the Term of this lease.

If Lessor elects to terminate this lease under any of the above circumstances, Lessor shall give written notice to Lessee no later than thirty (30) days after occurrence of the casualty.

<u>Section 8.03 – Abatement of Rent</u>: If damage or destruction to the Premises renders the operation of Lessee's business at the Premises impossible and Lessee, in fact, ceases to operate its business at the Premises, the rent required under this lease shall abate during the period in which Lessor is required to perform repairs or restoration, or to rebuild. In the event Lessee is able to continue partial operation of its business, rent shall be reduced during the period of repair in proportion to the reduction of square footage used by Lessee.

ARTICLE 9. DEFAULT, ASSIGNMENT, AND TERMINATION

Section 9.01 - Restriction Against Subletting or Assignment: Except as provided herein, Lessee shall not encumber, assign or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed in, on or about the Premises without first obtaining the express written consent of Lessor. Lessee shall not sublet the Premises or any part of the Premises or allow any other person, other than Lessee's agents, clients, servants, employees, invitees and guests, to occupy the Premises or any part of the Premises without the prior written consent of Lessor. A consent by Lessor to one assignment, one subletting, or one occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation of the Premises by another person. Except as provided herein, any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this lease. The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of the Premises or parts of the Premises shall not be unreasonably withheld. Notwithstanding any other provision of this lease, Lessee may, in Lessee's sole discretion, sublet any portion of the Premises to a non-profit organization selected by Lessee to use and occupy for uses set forth herein.

Section 9.02 – Default: If Lessee defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 (ten) working days, after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within 30 (thirty) days thereafter proceed with reasonable diligence and in good faith to cure such default), then the Lessor may terminate this lease on not less than 30 (thirty) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, and Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and other effects.

<u>Section 9.03 – Termination of lease:</u> Lessee may terminate this lease without cause upon thirty (30) days' written notice. Notwithstanding any other provision of this Lease, Lessee may terminate this lease immediately, without cost or penalty, should the Tehama County Board of Supervisors decline to appropriate or allocate sufficient funds for this lease in any fiscal year or reduces any

such appropriation or allocation previously made. In the event Lessee elects to terminate this lease under this Section, Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease.

<u>Section 9.04 – Waiver of Breach</u>: The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee, either of the same or another provision of this lease.

<u>Section 9.05 – Lessor's Failure to Deliver Possession</u>: If Lessor is unable to deliver possession of the Premises to Lessee for any reason not within Lessor's control, including but not limited to partial or complete destruction of the Premises, Lessee will have the right to terminate the Agreement upon proper notice as required by law. In such event, Lessor's liability to Lessee will be limited to the return of all sums previously paid by Lessee to Lessor.

ARTICLE 10. MISCELLANEOUS

<u>Section 10.01 – Force Majeure—Unavoidable Delays</u>: If the performance of any act required by this lease to be performed by either Lessor or Lessee is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay; and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by Lessee as required by this lease or the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.

<u>Section 10.02 – Notices</u>: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party to this lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and addressed as follows:

Lessor Lessee

The Nagos Family Trust 200 Tonea Way Chico, CA 95973

Tehama County Library 545 Diamond Ave. Red Bluff, CA 96080 (530) 527-0604

Either party, Lessee or Lessor, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section.

<u>Section 10.03 – Binding on Heirs and Successors</u>: This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee; but nothing in this section shall be construed as a consent by Lessor to any assignment of this lease or any interest therein by Lessee except as provided in Section 11.01 of this lease.

<u>Section 10.04 – Partial Invalidity</u>: If any provision of this lease is held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

<u>Section 10.05 – Sole and Only Agreement/Modification</u>: This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee, or the lease term created under this lease; and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting

the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

The terms of this Agreement may not be modified by oral agreement. No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

<u>Section 10.06 – Time of Essence</u>: Time is expressly declared to be of the essence by both parties.

<u>Section 10.07 – Use of Gender/Plural/Person</u>: In this lease the neuter gender includes the feminine and masculine; and the singular number includes the plural; and the word "person" includes corporation, partnership, firm, or association wherever the context requires.

<u>Section 10.08 – Law and Venue</u>: This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this Agreement shall be in Tehama County, California.

<u>Section 10.09 – Authority</u>: Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

The County's right to enter into and/or terminate this Agreement may be exercised by the County Librarian or Purchasing Agent.

EXECUTED AT RED BLUFF, CALIFORNIA.

LESSORS:	
EXECUTED ON	by Lessor.
	- •
Tom Nagos and/or Vicki Nagos Shadd as	Trustee(s) of The Nagos Family Trust
LESSEE:	
EXECUTED ON	by Lessee.
John Leach, Chairperson	
Tehama County Board of Supervisors	

Exhibit A

Library - APN: 078-171-018

