

HANGAR LEASE AGREEMENT

LESSOR: **Colbert 118, LLC**, a Tennessee limited liability company
19410 Hooked Creek Rd
Cottonwood, CA 96022
Attn: Richie Morgan
Email: rickyrcr@aol.com

LESSEE: **Tehama County Sheriff's Office**
22840 Antelope Boulevard (Mailing: P.O. Box 729)
Red Bluff, CA 96080
Attn: _____
Email: lcallaway@tehamaso.org

EFFECTIVE DATE: January 1, 2024

RECITALS

- A. Lessor owns certain real property located at 2020 Hornbeck Street, Red Bluff, Tehama County, California 96080 (the "Property") on which a hangar for the storage of aircraft is located (the "Hangar").
- B. Lessor desires to Lease to Lessee and Lessee desires to lease from Lessor Unit Number 4 of the Hangar (the "Premises").
- C. Lessee currently occupies the Premises pursuant to a Hangar Lease Agreement entered into between Lessee and Lessor's predecessor in interest, DECR LLC (the "Previous Lease"). The Previous Lease has been terminated and is of no further force or effect with respect to the occurrence of events on and after the Effective Date.

AGREEMENT

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Lease. Lessor owns and hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the Term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease and as those terms are defined below.

2. Use of Premises.

2.1 Personal Private Aircraft Storage. Lessee shall use the hangar exclusively for the storage of aircraft and aviation related items as needed for the use of the hangar space for private aircraft use personal to Lessee and Lessee's invitees provided that Lessee (or in the case of a Lessee that is an entity, Lessee's owner) is present at all times with such invitees. No non-aviation items shall be kept, stored or maintained in the Hangar without the prior written consent of Lessor. Lessee shall not perform any

maintenance on the aircraft except for replacing or inflating tires or topping off oil. Without limiting the preceding sentence and for the avoidance of doubt, Lessee shall not change any oil of any aircraft, perform any welding in the Premises, or operate any aircraft engine in the Hangar.

2.2 Prohibition on Commercial Uses. Lessee shall not use the Premises for any commercial purposes without the prior written consent of Lessor.

2.3 Compliance with Law. In utilizing and occupying the Premises during the term of this Lease, Lessee agrees to and will comply with all applicable ordinances, rules, and regulations established by the Red Bluff Airport ("Airport"), any federal, state, or local government agency, or by Lessor.

3. Term. The term of this Lease will commence on January 1, 2024 and shall be on a month-to-month basis, terminable by Lessor or Lessee at any time on 30 days written notice.

4. Rent and Deposits

4.1 Base Rent. For the use of the Premises, Lessee shall pay to Lessor, at the address set forth above, the amount of \$300 per month. The Base Rent shall increase January 1 of each year by \$25.00 over the prior year's Base Rent. The Base Rent is payable by Lessee to Lessor in advance on or before the first (1st) day of each month.

4.2 Excessive Utilities. The cost of all utilities supplied to the Premises shall be the responsibility of Lessor, provided that if Lessee uses utilities or other building services in excess of that which would normally be expected of Lessee, then Lessee shall pay the costs of such excessive utilities and building services used as calculated by Lessor in Lessor's reasonable discretion.

4.3 Last Month's Rent. Lessor is holding as a deposit toward the last month's Base Rent the amount of \$300. If the Base Rent due for the last month increases during the term of this Lease, Lessee shall, within 10 days after written request from Lessor, deposit additional monies with Lessor to keep the deposit for the last month's Base Rent at all times equal to the Base Rent due for the last month. Lessor shall have no obligation to segregate the last month's Base Rent or pay interest on it. Lessee hereby waives any and all rights under California Civil Code Section 1950.7.

4.4 Late Charges. Lessee's failure to pay rent promptly may cause Lessor to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Lessor by any ground lease, mortgage or trust deed encumbering the Premises. Therefore, if Lessor does not receive any rent payment within ten days after it becomes due, Lessee shall pay Lessor a late charge equal to ten percent of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. In addition to such late charge, an additional charge of \$75 shall be recoverable by Lessor for any returned checks.

4.5 Interest on Past Due Amounts. Any amount owed by Lessee to Lessor which is not paid when due shall bear interest at the rate of 18 percent per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Lessee under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Lessee under this Lease. If the interest rate specified in this lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

5. Condition of Premises; Alterations.

5.1 Existing Conditions. Lessee currently occupies the Premises and accepts the Premises in its condition as of the execution of the Lease, "AS-IS" subject to all recorded matters, laws, ordinances and governmental regulations and orders. Except as provided herein, Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation as to the condition of the Premises or the suitability of the Premises for Lessee's intended use. Lessee represents that Lessee has made its own inspection of and inquiry regarding the condition of the Premises and is not relying on any representations of Lessor with respect thereto.

5.2 Alterations. Lessee shall make no alterations to the Premises without the prior written consent of the Lessor. Unless Lessor requires removal as provided in Section 5.3, all fixtures installed or additions and improvements made to the Premises during Lessee's occupancy of the Premises (whether under this Lease, the Previous Lease, or prior thereto) shall, upon completion of such additions and improvements, become Lessor's property and shall remain in the Premises at the termination of this Lease, however terminated, without compensation or payment to Lessee. Lessee shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any construction or materials lien against the Premises or any interest in this Lease.

5.3 Surrender. Upon any termination of this Lease, Lessee will immediately remove all property owned by Lessee from the Premise and shall surrender the Premises to Lessor, broom clean and in the same condition as received when Lessee original took possession of the Premises (whether under the Previous Lease or prior thereto), except for ordinary wear and tear which Lessee was not otherwise obligated to remedy under any provision of this Lease. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented or avoided by good maintenance practice or by Lessee performing all of its obligations under this Lease. In addition, Lessor may require Lessee to remove any alterations, additions or improvements (whether or not made with Lessor's consent) prior to the expiration of the Lease and to restore the Premises to its prior condition, all at Lessee's expense. All alterations, additions and improvements which Lessor has not required Lessee to remove shall become Lessor's property and shall be surrendered to Lessor upon the expiration or earlier termination of the Lease. Lessee shall repair, at Lessee's expense, any damage to the Premises caused by the removal of any such property, alterations, additions, or improvements required to be removed pursuant to this Section 5.3.

6. Common Areas; Parking

6.1 Common Areas.

(a) **Definitions.** The term “Common Areas” is defined as all areas and facilities within the Property that are provided and designated by Lessor from time to time for the general non-exclusive use of Lessor, Lessee, and the other tenants of the Hangar. Lessor may make changes to the Common Areas at any time so long as Lessee’s ability to access the Premises is not unreasonably interfered with.

(b) **Common Areas - Lessee’s Rights.** Lessor hereby grants to Lessee, for the benefit of Lessee, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under any rules and regulations or restrictions governing the use of the Airport. Under no circumstances shall the right in this Lease granted to Lessee to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas or to perform any aircraft maintenance of any type outside of the Premises. In the event that any unauthorized storage shall occur, Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and store it in a commercial establishment and charge the cost of such removal and storage to Lessee, which cost shall be immediately payable by Lessee upon demand by Lessor.

(c) **Common Areas - Rules and Regulations.** Lessor shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable “Rules and Regulations” with respect thereto. Lessee agrees to abide by and conform to all such Rules and Regulations and to cause its employees, agents and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with any such Rules and Regulations by other tenants of the Property.

6.2 Vehicle Parking. Lessee will have the right to bring its passenger vehicles into the Hangar for the purpose of loading and unloading but shall not park any vehicles in the Common Areas, Hangar or the Premises except that one vehicle may be parked in the Premises while Lessee is actively using the Premises or Lessee’s aircraft.

7. Hazardous Substances

7.1 Definition. The term “Hazardous Substances” shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or subsequently enacted or promulgated by any governmental authority.

7.2 Environmental Prohibitions. Except for (a) fuel in the fuel tanks of the aircraft, (b) unused oil in factory-sealed containers that are stored at least two feet above the floor level of the Premises (which, for the avoidance of doubt, does not include storing used oil), and (c) cleaning supplies ordinarily required in connection with use of an aircraft hangar, Lessee shall not generate, transport, transfer, or store any Hazardous

Substances in, on, above, under, to, or from the Property, the Hangar, or the Premises. Without limiting the foregoing, Lessee shall not cause or permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Lessee's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions.

7.3 Environmental Compliance. Lessee shall, at Lessee's expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances relating to the Premises (the "Laws"). Lessee shall, at Lessee's expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws. If any Authority or any third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during Lessee's occupancy of the Premises at or from the Premises, or which arises at any time from Lessee's use or occupancy of the Premises (whether under this Lease, the Previous Lease, or prior thereto), then Lessee shall, at Lessee's expense, prepare and submit the required plans and all related bonds and other financial assurances; and Lessee shall carry out all work required by the clean-up plans.

7.4 Release. Without limiting Section 7.3, in the event a leak, spill, or release (collectively a "Release") of a Hazardous Substance occurs in, on, under, or above the Premises or the presence of Hazardous Materials on the Premises caused or permitted by Lessee results in a Release in, on, under or above the Hangar or the Property, Lessee will (at Lessee's sole cost and expense) (a) immediately notify Lessor of the Release; (b) undertake and complete all emergency response measures necessary to contain, clean up, remediate, and remove the hazardous substance released on the Premises; (c) within a reasonable time investigate, remediate and take such further action necessary or appropriate (in the reasonable judgment of Lessor) to assure that any contamination of the Premises caused by such Release has been fully remediated and eliminated; and (d) fully indemnify, defend, and hold harmless Lessor and the Premises from any loss, liability, or damage caused by such Release. Upon completion of any such remediation work, Lessee shall provide certification acceptable to Lessor that all contamination caused by the Release has been fully remediated and eliminated and no further action is required relating to that Release.

7.5 Lessor's Rights. Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by Lessor. If Lessee fails to fulfill any duty imposed under this Section 7 within a reasonable time, Lessor may do so; and in that case, Lessee shall cooperate with Lessor in order to prepare all documents Lessor deems necessary or appropriate to determine the applicability of the Laws to the Premises and Lessee's use of the premises, and for compliance with all applicable laws, and Lessee shall execute all documents promptly upon Lessor's request. No action by Lessor and no attempt made by Lessor to mitigate damages under any Law shall constitute a waiver of any of Lessee's obligations under this Section 7.

7.6 Survival. Lessee's obligations and liabilities under this Section 7 shall survive the termination of this Lease.

8. Maintenance and Repairs

8.1 Lessee's Obligations. Lessee shall, at Lessee's sole cost and expense and at all times, keep (or cause to be kept) the Premises in good order, condition and repair (whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises). Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices and shall keep the Premises locked at all times when not in use by Lessee. Lessee shall also be responsible for any and all damage to the Premises, Hangar or Property caused by Lessee, its employees, agents or invitees. If Lessee fails to maintain, repair or replace the Premises as required by this Lease, Lessor may, upon ten days' prior notice to Lessee (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair (including replacement, as needed) on behalf of Lessee. In such case, Lessee shall reimburse Lessor for all costs incurred in performing such maintenance or repair immediately upon demand.

8.2 Fire Extinguisher. Lessee shall maintain at all times a properly working fire extinguisher in fully charged condition (type ABC required) on the Premises at Lessee's sole costs and expense.

8.3 Lessor's Obligations. Lessor shall keep (or cause to be kept) in good order, condition and repair the structural elements of the Hangar, and the Common Areas. Lessee expressly waives the benefit of any statute now or hereafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the Hangar, Property or Common Areas in good order, condition and repair. Lessee hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code, or any similar or successor legal requirements or other laws now or hereinafter in effect.

8.4 No Signage. Without first obtaining the prior written consent of Lessor, Lessee shall not erect any signage on the exterior of Premises or anywhere on the Property.

9. Insurance; Indemnity; Liability Exemption

9.1 Lessee's Insurance. Lessee acknowledges that Lessee is solely responsible for insuring all of Lessee's property with a reputable aviation insurance company. Lessee hereby grants to Lessor a waiver of any right of subrogation for damage, confiscation, destruction, theft or other loss to Lessee's property while stored at the Premises or in the Hangar. Lessee shall file with Lessor, an insurance certificate specifying the required coverage and limits, issued by Lessee's aviation insurance company and acknowledging the waiver of subrogation and indemnity provisions of this Lease, and provide Lessor with the right to inspect such policies. Lessee agrees that, at all times during the term of this Lease, Lessee shall comply with the following insurance requirements at its sole cost and expense and provide to Lessor (from time to time and upon request) certificates of insurance (together with the right to inspect such policies) evidencing the following coverage:

(a) Aircraft liability insurance providing coverage for property damage and passenger injury with minimum coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with a per-passenger injury coverage sub-limit of not less than \$100,000 per passenger.

(b) Aircraft physical insurance covering all phases of flight and ground operation and while not in motion, with minimum coverage of not less than \$1,000,000 damage coverage.

(c) Insurance covering the full replacement value of any aircraft on the Premises.

(d) If Lessee is an entity, Workers' Compensation Insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000.

9.2 General Insurance Requirements.

(a) Lessee shall cause Lessor to be named as additional insured on each policy of liability insurance listed in Sections 9.1. Such additional insurance coverage shall be provided on a primary (and not contributory) basis. Further, Lessor shall be named as a loss payee on each policy providing property insurance coverage required under this Lease.

(b) Each policy of insurance required under this Lease shall be endorsed to provide that Lessor will be notified in writing at least thirty (30) days prior to cancellation of any coverage by Lessee's insurance carrier and/or thirty (30) days prior to any material change in the insurance required in this Section 9.

(c) If any changes in Lessee's insurance coverage or limits are required by law or Lessor, Lessee shall cause a new insurance certificate to be delivered to Lessor within thirty (30) days after notice to the Lessee of such required changes.

9.3 Waiver of Subrogation. Lessee hereby releases and relieves Lessor, and waives its entire right to recover damages (whether in contract or in tort) against the other, for loss or damage to their property arising out of or incident to the perils required to be insured against under this Section 9. The effect of such releases and waivers of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductible applicable thereto. Lessee agrees to cause its insurance companies issuing such insurance to waive any right to subrogation that such companies may have against Lessor.

9.4 Indemnity. Except for Lessor's (including Lessor's agents or contractors) intentional misconduct, gross negligence, breach of its express warranties under this Lease, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor, and its agents, members, and lenders, from and against any and all claims, liability, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in any way in connection with, the use or occupancy of the Premises by Lessee, the conduct of Lessee's business, any act, omission or neglect of Lessee, its agents, contractors, employees or

invitees, and out of any default or breach by Lessee in the performance in a timely manner of any obligation on Lessee's part to be performed under this Lease. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved in this Lease, and whether or not (in the case of claims made against Lessor) litigated and/or reduced to judgment. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee upon notice from Lessor shall defend the same at Lessee's sole cost and expense by counsel reasonable satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be so indemnified.

9.5 Exemption of Lessor from Liability. Lessee shall look solely to its insurance coverage for any loss or liability to its property or to any persons arising from or pertaining to this Lease. Without intending to limit the generality of the preceding sentence, Lessor shall not be liable for any damage or injury to person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers or any other person in or about the Premises, whether such damage or injury is caused by or results from: (i) fire, steam, electricity, water, gas or rain; (ii) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (iii) conditions arising in or about the Premises or upon other portions of the Hangar or the Property, or from other sources or places; or (iv) any act or omission of any other tenant of the Hangar or the Property. Lessor shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor or from the failure by Lessor to enforce the provisions of any other lease in the Hangar or any Rule or Regulation. The provisions of this Section 9.5 shall not, however, exempt Lessor from liability for Lessor's gross negligence or willful misconduct. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

10. Casualty. If the Hangar is rendered untenable and Lessor elects not to repair the Hangar, this Lease shall automatically terminate. Lessee waives and releases all statutory rights and remedies in favor of Lessee in the event of damage or destruction including, but not limited to, the provisions of §§1932(2) and 1933(4) of the California Civil Code or any successor statute or law.

11. Assignment and Subletting. Lessee may not sublease any portion of the Premises or assign its rights under this Lease without the prior written consent of Lessor.

12. Force Majeure. Lessor shall not be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, pandemics, governmental orders, or any other cause beyond Lessor's control.

13. Default

13.1 Events of Default. Lessee will be in default under this Lease upon the occurrence of any of the following (each an "Event of Default"): (a) Lessee fails to pay

any rents due hereunder when due; (b) Lessee defaults in the performance of any other covenant in this Lease; (c) a petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement of creditors); or (d) Lessee assigns its property for the benefit of creditors.

13.2 Remedies. Upon the occurrence of an Event of Default by Lessee, Lessor will, at its option, and without further notice, have the right to: (a) terminate this Lease and remove any property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice; (b) terminate this Lease and Lessee's access to the Hangar, prevent removal of its property from the Hangar, and retain possession of such Aircraft until the rents and any other sums due are paid; (c) commence a legal action to enforce Lessor's rights under this Lease and recover any amounts due Lessor hereunder. All of Lessor's remedies are cumulative and the exercise by Lessor of one or more of those rights shall not prejudice Lessor's right to pursue any other remedy available to Lessor in law or equity. If Lessor elects to terminate this Lease, Lessor may, at its option (and Lessee hereby consents to such action), move Lessee's property from the Premises and store it there at Lessee's expense, or pursue any other remedy available to Lessor under law or the terms of this Lease. Lessee shall within three (3) days after demand by Lessor, reimburse any costs, which Lessor incurs in exercising its rights hereunder. Failure to reimburse Lessor within such time period shall give rise to the right of Lessor to place a lien on any property of Lessee to secure any and all amounts owed by Lessee to Lessor and Lessee hereby grants to Lessor a continuing personal property security interest in all of Lessee's personal property now or hereafter located in the Hangar to secure the full and faithful performance by Lessee of all of its obligations under this Lease. Lessee hereby waives any and all rights it may have or acquire to require Lessor to marshal assets, to proceed against Lessee or any other person, firm, corporation or company, or to proceed against any personal property in any order, or to pursue any other remedy whatsoever which Lessor may possess.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession whichever first occurs. Any amounts payable on account of such condemnation shall be paid solely to Lessor and Lessee shall have no interest therein.

15. Lessor's Access. Lessor or its agents may enter the Premises at all reasonable times to show the Premises to potential buyers, investors or tenants or other parties; to inspect the condition of the Premises and verify compliance by Lessee with the terms of this Lease; to do any other act or to inspect and conduct tests in order to monitor Lessee's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Substances; or for any other purpose Landlord deems necessary. Landlord shall give Tenant prior notice of such entry except in the case of an emergency.

16. Lessor's Liability on Transfer. In the event of a transfer by Lessor of Lessor's title or interest in the Premises or in this Lease, (a) this Lease shall remain and continue in full force and effect, (b) Lessor shall be relieved of all liability with respect to the obligations and/or covenants to be performed by Lessor under this Lease thereafter to be performed by the Lessor, and (c) Lessee shall fully and completely attorn to such transferee and continue

to perform Lessee's obligations hereunder as if Lessor remained in title to the Premises and as Lessor under this Lease.

17. Authority. If Lessee is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Lessee shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

18. Severability. The invalidity of any provision of this Lease, as may be determined from time to time by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Consent. Unless otherwise expressly indicated, if Lessor's consent is required under any provision of this Lease, such consent may be withheld in Lessor's sole and absolute discretion.

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

21. No Prior or other Agreements. This Lease, together with the exhibits referenced herein, contains the full and complete agreement of the Parties with respect to any matter mentioned in this Lease, and supersedes and replaces any other prior or contemporaneous agreement or understanding of the Parties.

22. Notices. Any notice permitted or required under this Lease sent to a Party shall be deemed given (a) upon the date of personal delivery (or by facsimile transmission if the recipient of such notice has a facsimile machine), (b) on the next day if by overnight courier service, (c) 72 hours after deposit in the United States mail, postage fully prepaid, with confirmation of delivery requested, or (d) upon transmission if by electronic mail and sent before 5 p.m. Pacific Time, addressed to the Party at the address noted at the beginning of this Lease or such other address as that Party may, from time to time, provide to the other Party in writing.

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

24. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties their personal representatives, successors, and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Lease shall be initiated in Tehama County, California.

25. Estoppel Certificate. At any time Lessor so requests, Lessee shall within five (5) business days execute and deliver to Lessor a statement (each an "Estoppel Certificate") (a) certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating that the Lease is in full force and effect except as modified and stating the modifications); (b) certifying the dates to which the rents have been paid; (c) stating whether or not Lessor is in default in performance of any of its obligations under this Lease, and whether Lessee has any right of offset, counterclaim or deduction, and, if so, specifying each such default and amount of offset, counterclaim or deduction; and (d) stating whether or not any event has occurred which, with the giving of notice or passage of time, or both, would constitute a default, and, if so, specifying each such event. Any Estoppel Certificate shall be deemed a representation and warranty that Lessor and others with whom Lessor may be dealing (such as prospective purchasers or lenders) may rely upon, regard less of independent investigation. Lessee shall also include in any Estoppel Certificate such other information concerning this Lease as Lessor may reasonably request. If Lessee fails to execute and deliver any such Estoppel Certificate within five (5) business days after Lessor requests it, Lessee shall be in default, and Lessee shall be deemed to have admitted (a) that any information contained in the request for the Estoppel Certificate is accurate; (b) that the Lease is unmodified and in full force and effect except as Lessor may represent to the contrary; (c) that there are no uncured defaults in Lessor's performance and that Lessee has no right of offset, counterclaim or deduction; and (d) that Lessee has not pre-paid more than one (1) month's rent.

26. Dispute Resolution. If any controversy arises between the parties with respect to any of the matters set forth in this Lease and the dispute is not settled within ten days after either of the parties shall notify the other, in writing, of its desire to arbitrate the dispute, then the dispute shall be decided by a single arbitrator in accordance with the rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. The arbitration hearing shall be held in Tehama County, California. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The award rendered by the arbitrator shall be final and binding and a judgment may be entered upon it in any court of competent jurisdiction in Tehama County, California.

27. Attorneys' Fee. In the event of any action, including any arbitration proceeding (and in any appeal therefrom), to enforce or interpret this Lease, or for any remedy on account of any breach of this Lease, the prevailing party shall be entitled to recover from the other party its costs, disbursements and reasonable attorney fees. Lessor shall be entitled to attorneys' fees, costs and expenses incurred in preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default or resulting breach.

28. Amendments. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

29. Multiple Parties. Except as otherwise expressly provided in this Lease, if from time to time more than one person or entity is named in this Lease as Lessee, the obligations of such multiple parties shall be the joint and several responsibility of all persons or entities named in this Lease as Lessee.

30. CASp. The parties acknowledge and agree that the Premises have not been inspected by a Certified Access Specialist ("CASp") pursuant to Section 1938 of the California Civil Code. The parties further agree, pursuant to subdivision (e) of Section 55.53 of the California Civil Code the following:

30.1 A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, Lessor may not prohibit Lessee from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Lessee, if requested by Lessee. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of the construction-related accessibility standards within the Premises.

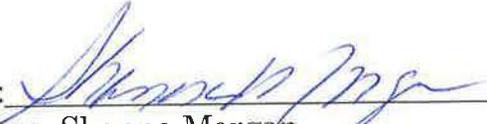
30.2 Pursuant to the paragraph above, the parties expressly agree that, if Lessee elects to obtain a CASp inspection of the Premises, Lessee shall be solely responsible for scheduling the inspection and that such inspection shall not unreasonably interfere with the operations of the Premises and/or the Project or disturb any other Lessee or occupant. Lessee shall be solely responsible for any and all costs to perform the CASp inspection, including any ancillary costs relating thereto. If the results of the inspection determine that modifications or alterations are required to meet all applicable construction-related accessibility standards, Lessee agrees to perform such work, in its sole cost and expense and provided approvals from Lessor are obtained under the Lease, as required. Lessee agrees that all work shall be performed in a first class manner in compliance with all laws and using best efforts to minimize any disruption to the Hangar and other tenants or occupants, if applicable. Furthermore, Lessee agrees that any report that is generated as a result of an inspection pursuant to this Paragraph and all information contained therein, shall remain confidential, except as necessary for Lessee to complete repairs and/or correct violations, as agreed herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

Colbert 118, LLC

By: 
Name: Richard Morgan Jr.
Title: Member

By: 
Name: Shanna Morgan
Title: Member

038328\00005\16726964v1

Tehama County Sheriff's Office

By: 
Dave Kain (Dec 20, 2023 11:45 PST)
Name: Dave Kain
Title: Sheriff-Coroner

12/20/2023

Hangar 4 Lease Agreement Update

Final Audit Report

2023-12-20

Created:	2023-12-15
By:	Nickoli Brummond (nbrummond@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAPN8IRND0mX4zYIUkSMJFWassAoUsDOZ

"Hangar 4 Lease Agreement Update" History

-  Document created by Nickoli Brummond (nbrummond@tehamaso.org)
2023-12-15 - 7:14:40 PM GMT
-  Document emailed to dkain@tehamaso.org for signature
2023-12-15 - 7:14:45 PM GMT
-  Email viewed by dkain@tehamaso.org
2023-12-20 - 7:44:04 PM GMT
-  Signer dkain@tehamaso.org entered name at signing as Dave Kain
2023-12-20 - 7:45:07 PM GMT
-  Document e-signed by Dave Kain (dkain@tehamaso.org)
Signature Date: 2023-12-20 - 7:45:09 PM GMT - Time Source: server
-  Agreement completed.
2023-12-20 - 7:45:09 PM GMT