

**AGREEMENT NO. \_\_\_\_\_**

**Lease Agreement – 1038 Triangle Court (500B Jefferson Blvd.), West Sacramento, CA**

This Lease Agreement (“Lease”) is entered into as of May 1, 2026, by and between the COUNTY OF YOLO, a political subdivision of the State of California (“County” or “Landlord”) and OLE Health dba CommuniCare OLE, a California nonprofit public benefit corporation (“Tenant”). As referred to herein, Landlord and Tenant are each a “Party” to this Lease and collectively the “Parties” to this Lease.

**1. Leased Premises.**

Landlord owns the property located at 1038 Triangle Court, West Sacramento, CA, also identified as 500B Jefferson Blvd., West Sacramento, CA (“Property”). Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of the Property consisting of approximately 16,431 square feet, as more particularly depicted in Exhibit “A” to this Lease (the “Premises”), for the authorized purposes described herein.

**2. Term, Occupancy, and Renewal.**

a. Term. The term of this Lease is four (4) years, commencing on May 1, 2026 (the “Commencement Date”).

b. Extended Term. So long as Tenant is not in default under this Lease, Tenant may extend the Term of this Lease for up to one (1) year, subject to Landlord’s consent, which shall not be unreasonably withheld; provided, however, that Landlord may reasonably condition or deny consent to renewal if Tenant has materially abandoned or ceased good-faith pursuit of the new West Sacramento facility, on the same terms and conditions as stated in this Lease, with Three Percent (3%) annual rent increases (“Extended Term”). The Term may be extended upon the mutual written agreement of the County and Tenant for additional one-year extensions subject to additional Extended Term rent increases. To extend the Lease, Tenant must provide notice to the County at least ninety (90) days prior to the end of the then existing Term. Upon each extension, the Extended Term shall be included in the “Term” for purposes under this Lease.

c. Holdover. Tenant shall not holdover after the expiration or earlier termination of this Lease without the express prior written consent of Landlord. Acceptance of rent after such expiration or earlier termination of the Lease shall not constitute a holdover hereunder or result in a renewal of the Lease. If Landlord consents to Tenant’s holdover as provided herein, Tenant shall hold possession of the Premises on a month-to-month basis after the expiration of the Term upon the same terms and conditions of this Lease, with the exception that the rent during the holdover period shall be One Hundred Ten Percent (110%) of the last month of the Lease Term’s Base Monthly Rent (“Holdover Rent”), for the sole purpose of negotiating a new lease. In the event Tenant remains in possession of the Premises after the expiration of the Term, either Party may terminate the month-to-month tenancy by giving a thirty (30) day written notice to the other Party.

### **3. Rent.**

a. Base Monthly Rent During Initial Term. Beginning on the Commencement Date the “Base Monthly Rent” shall be as follows:

Year 1: \$16,432.03

Year 2: \$21,854.60

Year 3: \$27,277.17

Year 4: \$32,699.74

Extended Term(s): Fixed three percent (3.0%) annual increases, compounded annually.

Common Area expenses are inclusive to the Base Monthly Rent and Tenant shall not be responsible for any additional rent for use of the Common Areas.

b. Rent Due Date. Rent shall be due and payable on or before the 1st day of each month, and delivered via U.S. Mail (postage prepaid), overnight delivery, or electronic transfer to Landlord at the address stated in this Lease below or at another location Landlord may designate by advance written notice to Tenant in accordance with the provisions of Section 17 herein. No security deposit or last month’s rent shall be required. If possession is taken on other than the first of the month, rent shall be prorated accordingly based on a 30-day month.

c. Late Charge. Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease. If any installment of the rent due is not received by Landlord within five (5) calendar days after it becomes due, Tenant shall pay to Landlord an additional sum of five percent (5%) of the overdue rent as a late charge. Landlord and Tenant agree that this late charge represents a reasonable estimate of the costs and expenses Landlord will incur and is fair compensation to Landlord for its loss suffered by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant’s default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

d. Interest on Unpaid Rent. Rent or other charges under this Lease not paid within 30 calendar days of the date due, shall (in addition to the later charge under Section 3.c, above, bear interest at the lesser rate of the maximum legal rate or ten percent (10%) per annum from the date due until paid.

### **4. Possession of the Premises.**

a. On the Commencement Date, Landlord shall deliver possession of the Premises to Tenant including all keys and other access rights included in this Agreement. The Commencement Date may be extended by mutual agreement between Landlord and Tenant. At any time prior to the Commencement Date, Tenant or its agents may, in coordination with Landlord, enter the Premises from time to time to conduct any due diligence or inspections, to perform any measurements or assessments, to otherwise evaluate the condition of the Premises.

b. Possessory Interest Tax. Tenant is notified that the interest acquired by Tenant in the Premises pursuant to this Lease may be subject to taxation as a possessory interest in real property pursuant to Revenue & Taxation Code Section 107, and Tenant may be subject to the payments of property taxes levied on that interest. Tenant shall pay all taxes, if any that may be assessed on such possessory interest.

## 5. Condition of Premises.

a. As-Is Condition. Tenant warrants and agrees that Tenant has inspected the Premises. Tenant agrees to take possession of the Premises in an AS-IS condition (which exists on the date this Lease is signed) Landlord makes no representations regarding the condition, status, compliance with laws or suitability for a particular purpose for Tenant's use. Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Premises prior to, or as a condition of, Tenant's occupation of the Premises.

b. Inspection by Certified Access Specialist. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that as of the date of this Lease, the Premises has not undergone inspection by a Certified Access Specialist ("CASp") to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code Section 55.53. Landlord hereby discloses pursuant to California Civil Code Section 1938:

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Landlord may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Landlord and Tenant hereby agree that if Tenant elects to perform a CASp inspection of the Premises, such CASp inspection must be scheduled in coordination with Landlord and shall be performed at Tenant's sole cost and expense. Tenant shall be solely responsible for the cost of any repairs, upgrades, alterations and/or modifications necessary to correct any violations identified by such CASp inspection, which repairs, upgrades, alterations and/or modifications may, at Landlord's sole option following 30 days' notice to Tenant, be performed by Landlord at Tenant's expense, payable as additional rent within 10 days following Landlord's demand.

c. Condition Upon Surrender. Upon expiration of the Term or termination of the Lease, the Tenant shall surrender the Premises in compliance with the following terms:

i. Tenant shall return the Premises to Landlord in as good condition as when originally received, ordinary wear and tear excepted, and free of all personal property, debris and garbage. Tenant shall be solely responsible for the costs of any damage to the Premises caused by Tenant, its agents, employees or invitees that exceed ordinary wear and tear.

ii. All articles of personal property and all business and trade fixtures, private telephone/internet systems and lines, furniture and movable partitions owned, leased or installed by Tenant at its expense in the Premises shall be and remain the property of Tenant and may be removed by Tenant at any time. Upon the expiration or termination of this Lease, Tenant shall remove all of Tenant's personal property from the Premises. Any such property not removed shall become the property of Landlord.

## **6. Permitted Uses; Compliance with Laws.**

The Premises may be used only for providing health and human services and other lawful purposes related thereto. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any person on adjacent properties or the Property. Tenant shall maintain and conduct its permitted uses on the Premises in a lawful manner and in strict compliance with all applicable governmental laws, rules, regulations, and orders (collectively, "Laws").

**7. Non-Discrimination in Services and Benefits.** Tenant agrees to comply with the Americans with Disability Act ("ADA"), Section 504 of the Rehabilitation Act, and California Government Code Sections 11135 et seq. Any service provided on the Premises shall be provided without discrimination based on race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability, age, citizenship status, genetic information, marital status, sexual orientation, gender identity, medical conditions, or political affiliations or activities in accordance with all applicable Laws. For the purpose of this Lease, distinctions on the grounds of race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability, age, citizenship status, genetic information, marital status, sexual orientation, gender identity, medical conditions, or political affiliations or activities include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Lease; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; or treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit. Each Party agrees to participate in and cooperate with the investigation of any complaint submitted to either Party to this Lease concerning alleged discrimination in violation of the foregoing provisions.

## **8. Alterations.**

a. After the Commencement Date and subject to Landlord's prior written approval, which shall not be unreasonably withheld, Landlord and Tenant agree that any alterations, renovations or improvements to the Premises ("Alterations") will be completed or caused to be completed by Tenant, at Tenant's sole cost and expense, except as otherwise provided for herein. Tenant shall be solely responsible for all repair, maintenance and replacement of Tenant's Alterations.

b. Labor Code Compliance; Prevailing Wages. Tenant acknowledges that payment of prevailing wages and compliance with California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws") may be required for Alterations. The Prevailing Wage Laws require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. It shall be Tenant's sole responsibility to comply with all applicable provisions of the Prevailing Wage Laws, in addition to any other applicable Laws, for Tenant's Alterations, including registration, labor compliance, and certified payroll requirements.

c. If Tenant's Alterations require additional changes to comply with applicable Laws, including compliance with applicable ADA accessibility requirements, that are triggered by Tenant's alterations, all such resulting requirements to comply with Laws shall be at Tenant's sole cost and expense and any Landlord consent to such alterations may be conditioned on Tenant's payment for same. Tenant shall keep the Premises free and clear of any liens or encumbrances which may arise from such work. Tenant shall file a Notice of Completion with Landlord after completion of any alteration or improvement. Tenant shall provide Landlord with a copy of a set of "as built" drawings of any such work.

d. Condition Upon Surrender; Removal of Alterations. Any Alterations affixed to the Premises, except furnishings, equipment, and trade fixtures, shall, at Landlord's sole option, become part of the real property and belong to Landlord on expiration or termination of the Lease. Alternatively, at Landlord's option, Tenant shall, at its sole cost and expense, remove the Alterations from the Premises upon the expiration or termination of the Lease and repair any damage to the Premises occasioned by such removal. If Tenant shall fail to complete such removal and repair such damage within 10 days after such termination, Landlord may do so, and Tenant shall pay the reasonable cost thereof as additional rent within 10 days after Landlord provides notice to Tenant with a written statement of such costs.

## **9. Insurance.**

Tenant shall obtain and maintain at all times during the Term of this Lease insurance against claims for injuries to personal or damages to property which may arise from or in connection with the Lease by the Tenant, its agents, employees, invitees, or subcontractors. Tenant shall obtain and furnish proof of coverage as to each type of insurance required.

a. Property Insurance. During its possession of the Premises (including Initial Term, Extension Term, and any Holdover Term), Tenant shall, at Tenant's sole expense, maintain, or cause to be maintained, "All risk" property insurance including boiler and machinery

comprehensive form, if applicable, covering damage to or loss of any of Tenant's personal property, fixtures, equipment and alterations, including electronic data processing equipment (and coverage for the full replacement cost thereof including business interruption of Tenant).

b. Commercial Liability Insurance. During its possession of the Premises (including any Holdover Term), Tenant shall, at Tenant's sole cost and expense, maintain, or cause to be maintained, commercial general liability insurance with a broad form general liability endorsement insuring against any liability for any claim for damages due to death, bodily injury or property damage related to Tenant's occupancy of the Premises, with single limit coverage of not less than \$2,000,000 per occurrence. Landlord shall be named as an additional insured. If Tenant maintains broader coverage and/or higher limits than the minimums shown above, Landlord requires and shall be entitled to the broader coverage and/or the higher limits maintained by Tenant. Any insurance or self-insurance maintained by Landlord, its officers, officials, employees, or volunteers shall be excess of Tenant's insurance and shall not contribute with it. Tenant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. This requirement shall also apply to any Excess or Umbrella liability policies.

c. Umbrella or Excess Policies. Tenant may use Umbrella or Excess Policies to provide the liability limits as required in this Lease. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

d. Waiver of Subrogation. Tenant hereby agrees to waive rights of subrogation that any insurer of Tenant may acquire from Tenant by virtue of the payment of any loss. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

## **10. Utilities; Parking; Common Areas.**

a. Utilities. The County shall be responsible for paying all charges for gas, sewer, water and garbage, waste and recyclable material collection for the Property. County shall invoice Tenant no less than quarterly for Tenant's pro-rata share of such utility charges, calculated based on the ratio of the Premises square footage (16,431 sq. ft) to the total rentable square footage of the Property. Tenant shall pay such invoice within thirty (30) days of receipt. Any other services or utilities, including telephone and internet service, shall be the sole responsibility and cost of Tenant. Written consent shall be obtained from Landlord prior to installation, which consent shall not be unreasonably withheld.

b. Janitorial Services. Tenant shall at its sole expense provide or arrange for janitorial services for the Premises. Landlord shall be solely responsible for janitorial services for the Common Areas.

c. Parking Area. Tenant shall have the non-exclusive use and in common with Landlord and Landlord's other tenants within the parking area owned by Landlord at and around the Premises; provided, however, that no tenant may park in an area designated, identified, and/or reserved for parking by any other tenant or tenants, if any. Should any damages to the Premises, the parking area, and/or the vehicles in the Property parking area be caused by such invitees, licensees, tradesmen, or customers of Tenant, such damage shall be repaired at Tenant's sole cost and expense. It is expressly understood and agreed the Tenant's right to the use of said parking area shall be non-exclusive and that Landlord reserves the right to establish and enforce other rules with respect to the use thereof, and Tenant agrees to abide by and conform to the same, as Landlord may revise from time-to-time.

d. Common Areas. Tenant shall have full and unimpaired access to all common areas of the property on which the Premises are located. Common areas include pedestrian walkways and patios, landscaped areas, sidewalks, service corridors, restrooms, loading areas, and parking areas as identified on Exhibit A. Tenant's right of access to said common areas shall be non-exclusive and shall be shared with the other tenants, occupants and other users, if any, of the Property on which the Premises is located. Landlord shall have the right to establish and enforce reasonable rules and regulations applicable to all such users concerning the management, use and operation of the common areas.

## **11. Maintenance and Repairs.**

- a. Except to the extent damage is caused by the negligent act or omission of Tenant (or Tenant's agents, employees or invitees), the County shall keep and maintain in good condition the following parts of the Property and the Premises:
  - i. The structural parts of the building on the Property and other improvements, which structural parts include the foundation, bearing and exterior walls, sub-flooring and roof;
  - ii. The electrical, plumbing and sewage systems;
  - iii. Window frames, gutters and downspouts on the building and other improvements;
  - iv. Heating, ventilating and air conditioning systems;
  - v. Fire/life/safety systems, including smoke alarms; and
  - vi. All exterior doorways, entranceways, and all other points of access to and egress from the building located on the Property.

- b. Tenant, at its sole cost and expense, shall maintain in good condition and in compliance with the applicable Laws all other parts of the Premises.
- c. **Response Timelines.** County shall perform or commence performance of its maintenance and repair obligations under Section 11.a within the following timeframes after receiving written notice from Tenant: (1) within two (2) business days for conditions that pose an immediate risk to patient or staff safety, that render any portion of the Premises unusable for clinical operations (to the extent such condition is a change from the “as is” condition accepted by Tenant), or that involve failure of HVAC, plumbing, electrical, or fire/life/safety systems (“Emergency Repairs”); and (ii) within thirty(30) days for all other repairs (“Routine Repairs”), provided the County shall diligently pursue completion of routine repairs and shall not unreasonably delay completion beyond sixty(60) calendar days. County shall provide tenant with written confirmation of receipt of any repair notice within one (1) business day and shall keep Tenant informed of repair status on a weekly basis until completion.
- d. **Tenant Self-Help Right.** If the County fails to commence an Emergency Repair within two (2) business days or fails to commence a Routine Repair within thirty (30) calendar days, following Tenant’s written notice, Tenant may (but shall not be obligated to) perform such repair itself or through Contractor’s of Tenant’s choosing. Prior to exercising this self-help right for Routine Repairs, Tenant shall provide County a second written notice and an additional five (5) business day cure period. The reasonable, documented cost of any repair performed by Tenant pursuant to this Section shall be reimbursed by County within thirty (30) calendar days of Tenant’s written demand accompanied by supporting invoices. If County fails to reimburse Tenant within such period, Tenant may offset unreimbursed amount against the next installment(s) of Base Monthly Rent until fully recovered, with written notice to County at each offset. This self-help right is in addition to, and not in lieu of, any other rights or remedies available to the Tenant. Tenant is aware that such repairs are subject to compliance with prevailing wage laws (Labor Code §§ 1720 et seq.) and agrees to comply with such laws if exercising self-help pursuant to this section.
- e. **Rent Abatement for Landlord Maintenance Failure.** If County’s failure to perform its maintenance and repair obligations under Section 11.a renders any portion of the Premises substantially unusable for Tenant’s clinic operations, and such condition continues for more than five (5) business days following written notice from Tenant to County, then Base Monthly Rent shall abated proportionally based on the ratio of the unusable area to the total Premises square footage (“abated rent”), commencing on the sixth (6<sup>th</sup>) business day after Tenant’s notice and continuing until the condition is remedied and affected area is restored to full use. Abated Rent shall be credited against the next installment(s) of Base Monthly rent due. Rent abatement under this Section shall not apply to the extent the condition was caused by Tenant’s own acts or omissions and shall not limit any other rights or remedies available to Tenant, including Tenant’s self-help rights under Section 11.d above.

**12. Assignment or Subletting.**

a. Tenant shall not sublet or assign any portion of or all the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. Landlord's consent to one assignment or subletting shall not be construed as its consent to any subsequent assignment or subletting of the Premises. It is mutually covenanted and agreed that, absent such written consent, any assignment, transfer or subletting, or attempted assignment, transfer or subletting, of this Lease or of any interest therein, whether by voluntary or involuntary act of Tenant or by operation of law or otherwise, shall, at the option of the County, terminate this Lease; and any such purported assignment, transfer, or subletting, without such consent, shall be null and void

b. This Lease shall be binding upon and inure to the successors-in-interest and permitted assigns of Landlord and of Tenant.

**13. Entry by Landlord.**

Landlord or its employees, contractors, agents and authorized representatives shall have the right to enter the Premises only upon at least twenty four (24) hours prior written notice to Tenant, during normal business hours (Monday-Friday, 8:00AM-5:00PM), except in the event of a genuine emergency (defined as an imminent risk of injury to persons or material damage to property or building operations), in which case Landlord shall provide as much notice as is reasonably practicable and shall notify Tenant immediately upon entry. All County representatives entering the Premises shall comply with Tenant's HIPAA privacy and security policies, provided Landlord does not unreasonably interfere with Tenant's use of the Premises or its operations.

**14. Signage.**

Tenant may place identification signage (including its logo) in the Premises and common areas (excluding the roof), subject to the following requirements: (a) Tenant must obtain Landlord's prior written approval for such signs, which approval Landlord may not unreasonably withhold or delay; and (b) no sign may be visible from the exterior of the Property. Tenant shall be responsible for all costs of installation, operation, maintenance and removal of all its signage.

**15. Destruction.**

a. Tenant agrees to notify the County in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Premises are damaged by a Casualty, or any common areas of the Building providing access to the Premises are damaged to the extent that Tenant does not have reasonable access to the Premises, or the Casualty results in the structural elements of the Premises not being sound or safe to occupy and use, or material damage occurs in the last 180 days of this Lease, either the County or Tenant may terminate this Lease by written notice to the other with 10 days' written notice. In no event shall the County be obligated in any manner whatsoever to repair any Casualty damage.

b. The provisions of this Section 15 constitute an express agreement between the County and Tenant that applies in the event of any Casualty to the Premises, building in which the Premises are located, or the Property. The County and Tenant, therefore, fully waive the provisions of any statute or regulation, including California Civil Code Sections 1932(2) and 1933(4), for any rights or obligations concerning a Casualty.

c. Notwithstanding anything to the contrary in this Lease, Tenant shall be solely responsible for the costs of any repair or replacement of any damage caused by Tenant, its agents, employees or invitees.

## **16. Condemnation.**

a. Condemnation Defined. As used in this Lease, the term “Condemnation” means a permanent taking through (a) the exercise of any government power (by legal proceedings or otherwise) by any public authority or other party having the right of eminent domain (Condemnor) or (b) a voluntary sale or transfer by Landlord to any Condemnor, either under threat of exercise of eminent domain by a Condemnor, or while legal proceedings for eminent domain are pending.

b. If the Premises is totally taken by Condemnation, this Lease shall terminate on the date of taking, which shall be the date the Condemnor takes possession of the Premises if not earlier terminated by either Party pursuant to Section 16.a, above. In addition, either Party may, at that Party’s option, terminate this Lease effective on the date the Condemnor takes possession of the Premises. If the Lease is terminated because of a Condemnation, the Base Monthly Rent will be prorated to the termination date.

c. Landlord will be entitled to receive all compensation and anything of value awarded, paid, or received in settlement or otherwise (“Condemnation Award”). Tenant irrevocably assigns and transfers to Landlord all rights to and interests in the Condemnation Award and fully waives, releases, and relinquishes any claim to, right to make a claim on, or interest in the Condemnation Award.

## **17. Notice.**

Any notices which are required to be given hereunder, or which either Party may wish to give to the other, shall be in writing and may be personally delivered or given by mailing the same by registered or certified mail, along with a courtesy notice sent via email, as follows:

To TENANT:  
OLE Health dba CommuniCare OLE  
Attn: Chief Financial Officer  
1450 Halyard Drive, Suite 11A

To LANDLORD:  
County of Yolo, Department of General Services

Attn: Director of General Services  
120 West Main Street, Suite C  
Woodland, CA 95695  
Email: [gsdadmin@yolocounty.gov](mailto:gsdadmin@yolocounty.gov)

Or to such other person or place as either Party may designate on their own behalf by advance written notice to the other.

**18. Hazardous Materials.**

Tenant shall not cause or permit any Hazardous Materials, as defined below, to be brought upon, kept, used, discharged, deposited or leaked in or about the Premises or the Property by Tenant, except to the extent such Hazardous Materials are cleaning or office supplies customarily kept or used for providing Tenant's medical services and are kept and used in accordance with all applicable Laws. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of any Hazardous Material on the Premises or the Property caused or suffered or permitted by Tenant results in contamination of the Premises or the Property, or if contamination of the Premises or the Property by any Hazardous Material otherwise occurs for which Tenant is legally liable, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, damages, costs, liabilities and expenses (including, without limitation, diminution in value or use of the Property, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification shall include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work on or under the Property. "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or by common law decisions, including without limitation (i) all chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos and (iv) polychlorinated biphenyls.

**19. Default.**

- a. The occurrence of either of the following shall constitute a default:
  - i. Tenant's failure to pay any amounts when due, if the failure to pay continues for five (5) calendar days;
  - ii. Failure by either Landlord or Tenant to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease if such default continues for a period of 30 days after written notice (or such longer period as is specified in the notice or agreed to by the Parties), specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than 30 days is required to cure it and the defaulting Party commences to cure it within such 30-day period and thereafter diligently pursues it to completion.
- b. If such default is not cured within the 30-day period (or such longer period as is specified in the notice or agreed to by the Parties), the Party that gave notice of default may terminate this Lease upon not less than 15 days advance written notice. The foregoing

notwithstanding, neither Party waives the right to recover damages against the other for breach of this Lease.

c. In the event of Tenant's breach of this Lease, Landlord may, at any time, without notice, cure such breach at Tenant's expense. If Landlord at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense in instituting, prosecuting, or defending any actions or proceedings to enforce Landlord's rights under this Lease or otherwise, the sum, or sums, so paid by Landlord with all interest, costs, and damages, shall be deemed to be additional rent under this Lease and shall be due from Tenant to Landlord on the first day of the month following the incurring of such expenses.

**20. No Waiver.**

No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No payment by Tenant or receipt by Landlord of a lesser amount than the rent due shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or any 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 such rent due or pursue any other remedy provided in this Lease.

**21. County Limitation of Liability.**

Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to the Premises, and its property including, but not limited to, Tenant's fixtures, equipment, furniture and alterations, or illness or injury to persons in, upon or about the Premises, arising from any cause, and Tenant hereby expressly releases Landlord and waives all claims in respect thereof against Landlord, except only such claims as are caused by Landlord's sole negligence or willful misconduct. Tenant agrees that Landlord shall not be liable for damage or injury to Tenant's business or any loss of income therefrom, except only damage or injury caused by Landlord's sole negligence or willful misconduct.

**22. Severability.**

If, for any reason whatsoever, any of the provisions of this Lease are unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

**23. Governing Law; Venue.**

This Lease shall be enforced, governed and interpreted in accordance with the laws of the State of California. The Parties expressly agree that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Lease, shall be only in the Superior Court of the State of California in the County of Yolo.

**24. Entire Agreement.**

This Lease constitutes the entire agreement between the Parties regarding the Premises and supersedes all prior negotiations, representations, or agreements, whether written or oral. If a dispute arises between the Parties as to the language of this Lease or the construction or meaning of any term hereof, this Lease shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Lease.

**25. Warranty of Authority.**

Each person executing this Lease on behalf of a Party represents and warrants that (i) such person is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) if such Party is a limited liability company, partnership, corporation or trustee, that such limited liability company, partnership, corporation or trustee has full right and authority to enter into this Lease and perform all of its obligations hereunder. Each Party hereby warrants that this Lease is legal, valid and binding upon such Party and enforceable against such Party in accordance with its terms.

**26. Written Modifications.**

No amendments to this Lease shall be of any effect unless in writing and signed by the Parties.

**27. Construction.**

This Lease shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it. Each provision to be performed by Landlord hereunder shall be deemed to be both a covenant and a condition.

**28. Relationship of Parties.**

The Parties acknowledge and agree that nothing set forth in this Lease shall be deemed or construed to create a joint venture, partnership or any similar relationship between the Parties.

**29. No Third-Party Rights.**

The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Lease or of any duty, covenant, obligation, or undertaking established herein. This Lease shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

**30. Counterparts.**

This Lease may be executed in several counterparts, and all of such counterparts so executed

together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Electronic signatures shall have the same legal effect as original or manual signatures if followed by mailing of a fully executed original to both Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Lease as follows:

TENANT  
OLE Health dba CommuniCare OLE

LANDLORD  
County of Yolo

By: \_\_\_\_\_

By: \_\_\_\_\_

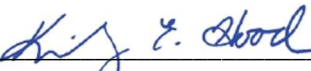
Title: \_\_\_\_\_

Title: \_\_\_\_\_

Julie Dachtler, Senior Deputy Clerk  
Yolo County Board of Supervisors

\_\_\_\_\_  
Deputy (Seal)

APPROVED AS TO FORM:  
Philip J. Pogledich, County Counsel

By:   
Kimberly Hood, Chief Asst. County Counsel