

**LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GREEN DIAMOND RESOURCE COMPANY**

This Lease Agreement (“Agreement”) entered into this _____ day of _____, 2023 (the “Commencement Date”), by and between Green Diamond Resource Company, a Washington corporation, hereinafter referred to as “Landlord,” and the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “Tenant,” each a “Party” and collectively the “Parties,” is made upon the following considerations:

WHEREAS, Landlord owns a facility comprised of approximately six (6) acres located in a portion of Section 36, T8N, R1E, HB&M, County of Humboldt and further identified as a portion of APN 513-081-004 (the “Property”); and

WHEREAS, a portion of the Property includes two (2) covered structures comprised of approximately twenty-two thousand eight hundred (22,800) square feet each (the “Structures”) along with approximately eighty-five thousand eighty (85,080) square feet of open area (the “Yard Space”), as shown on Exhibit A – Leased Premises, which is attached hereto and incorporated herein by reference as if set forth in full; and

WHEREAS, access to and from the Property is a public roadway known as Crannell Road, further connecting to a Green Diamond private road (“Access Road”), as shown on Exhibit B – Access Road, which is attached hereto and incorporated herein by reference as if set forth in full; and

WHEREAS, Tenant desires to obtain the right to utilize and occupy the Structures, Yard Space and Access Road (“Leased Premises”) for storage of evidence comprising vehicles, equipment, tools and miscellaneous personal property items.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. LEASED PREMISES:

Landlord hereby leases to Tenant the Leased Premises, including the Structures and Yard Space with approximate square footage as shown on Exhibit A – Leased Premises. Tenant shall have exclusive use of the Structures and Yard Space and non-exclusive use of the Access Road. Tenant shall not obstruct the Access Road.

2. TERM:

This Agreement shall begin upon execution by both Parties hereto and shall remain in full force and effect for a period of one year (the “Initial Term”), unless terminated or extended in accordance with the terms and conditions set forth herein.

A. Term Extension. Provided Tenant is not in default of any provision of this Agreement at the expiration of the Initial Term, this Agreement shall be extended for up to four (4) additional one (1) year terms (each an “Extension Term”) provided that Tenant provides Landlord with written notice of intent to commit to an additional term at least ninety (90) days before the expiration of the Initial Term or each subsequent Extension Term.

- B. Termination. Either Party may terminate this Agreement at any time with written notice given to the other Party not less than ninety (90) days before the expiration date of the then-current term.

3. RENT:

- A. Monthly Rental Rates. For occupancy and use of the Leased Premises during the Initial Term and any Extension Term, Tenant hereby agrees to pay Landlord rent at a monthly rate of One Thousand Dollars (\$1,000.00) (“Rent”).
- B. Payment. The monthly Rent shall be paid on or before the first day of each calendar month during the Initial Term and each subsequent Extension Term. The Rent for the first month of the Initial Term shall be paid on or before the Commencement Date. If the Commencement Date is not during the first five (5) days of a calendar month, the Rent for the first month shall be prorated. If the Commencement Date is during the first five (5) days of a calendar month, the Rent for the first month shall not be prorated. Payment shall be made at the following address or at such other place as Landlord may designate in writing to Tenant:

Landlord: Green Diamond Resource Company
P.O. Box 884353
Los Angeles, California 90088-4353

- C. Late Payments. Tenant agrees that all amounts due and outstanding for payment of Rent that are past due are subject to simple interest commencing on the date of default at a rate that is the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed under California law, and that interest shall continue to accrue on the balance of all sums overdue under this Agreement until the sums due are paid in full with interest.

4. INSURANCE

Without limiting Tenant’s indemnification provided herein, Tenant shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Lease and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current AM Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Tenant, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), with minimum limits of \$2,000,000 per occurrence for any one incident/\$2,000,000 in the aggregate combined single limit, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance

Tenant is responsible for providing an “All-Risk” Property Insurance for the contents of the property at this location.

C. Automobile Insurance.

Business Automobile Liability insurance covering owned non-owned, hired, leased and other vehicles (“any auto”), with a combined single limit of \$1,000,000 for bodily injury, death, and property damage per occurrence.

D. Workers Compensation.

Workers Compensation and Employer’s Liability insurance, if applicable, as required by law.

E. Additional insurance requirements.

1. The County of Humboldt is self-insured for the coverages required under this agreement and participates in a pooled coverage program provided by PRISM, Public Risk Innovation, Solutions, and Management. PRISM will issue an Evidence of Coverage Document evidencing the required coverage and limits.

2. Tenant shall provide Landlord with 30-days written notice prior to cancellation or other material modification in the policy affecting the requirements in this Contract. No such cancellation or modification shall affect Tenant’s obligation to maintain the insurance coverage required by this Agreement.

3. All liability coverages must be on an “occurrence” basis as opposed to “claims made”.

4. Tenant hereby waives any subrogation claim against Landlord by its insurers under the policies specified above, for damages arising from any peril insured against under such policies. If necessary, the policies shall include an endorsement allowing with waiver of subrogation claims.

5. All insurance shall be in a form sufficient to protect Landlord and Tenant’s contractors to the extent they are involved in the Agreement and Landlord against the claims of third persons, and to cover claims by Landlord against Tenant for which Tenant has assumed liability under this Agreement. The maintenance of such insurance as required under this Agreement shall not in any way operate to limit the liability of Tenant to Landlord under this Agreement.

6. Prior to occupying the Leased Premises, Tenant shall provide, or have insurance agent provide, Landlord with certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Landlord and containing a representation that coverage of the types listed above is provided with the required limits. Landlord reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificates shall be sent to Landlord **VIA EMAIL ONLY** to COI@greendiamond.com.

7. With respect to the insurance requirements of this Agreement, Tenant shall be responsible for payment of any and all deductibles or self-insured retentions under its insurance policies.

5. HAZARDOUS MATERIALS:

A. Indemnification Obligations. Each Party shall defend, indemnify and hold the other Party harmless from and against any and all loss, liability, damage, injury, cost, expense and claim of any kind whatsoever paid, incurred or suffered by, or asserted against the other Party for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage,

leakage, spillage, discharge, emission, release or threatened release from the Leased Premises of any Hazardous Material to the extent arising out of, in connection with or in any manner related to its performance hereunder, including, without limiting the generality of the foregoing, any loss, liability, damage, injury, cost, expense or claim asserted or arising under any Environmental Law. Tenant agrees that its operations in areas covered by the Agreement will conform to any procedures or requirements in environmental plans or permits promulgated by Landlord for those areas. Notwithstanding any provision to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive the expiration or earlier termination of this Agreement.

- B. Environmental Law. As used herein, the term “Environmental Law” shall mean any federal, state, local or foreign law, statute, decree, ordinance, code, rule or regulation, including, without limiting the generality of the foregoing, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, The Resource Conservation and Recovery Act, the Toxic Substances Control Act of 1976, the Clean Water Act, and any federal, state or local so-called “Superfund” or “superlien” law or ordinance relating to the emission, discharge, release, or threatened release into the environment of any pollutant, contaminant, chemical, hazardous, toxic or dangerous waste, substance or material (including, without limitation, ambient air, surface water, groundwater or land), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of such substances and any and all regulations, codes, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder.
- C. Hazardous Material. As used herein, the term “Hazardous Material” shall mean any pollutants, contaminants, chemicals, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law now or at any time hereafter in effect, including, without limiting the generality of the foregoing, asbestos, PCBs, oil, used oil or other substances defined as “hazardous substances” or “toxic substances” in any Environmental Law.

6. CONDITION OF THE LEASED PREMISES:

- A. General Obligations. Tenant has inspected or has had the opportunity to inspect the Leased Premises and hereby accepts the Leased Premises in its present condition “AS IS” and as suitable for all purposes of this Agreement. Landlord shall be responsible for maintaining the external structure of the Building in its present “AS IS” condition. Landlord shall otherwise have no duty or responsibility to construct any improvements or make any repairs except as Landlord shall deem necessary or as shall be required by any governmental authority. Landlord may elect to provide security to the Leased Premises; however is not obligated under the terms of this Agreement to do so. At the termination of this Agreement, Tenant shall deliver the Leased Premises to Landlord in as good a condition as at existing on the Commencement Date normal wear and tear excepted.
- B. Improvements. Tenant shall not, without the prior written consent of Landlord, make any alterations, additions, or improvements to the Leased Premises. In the event Tenant desires to make any alterations, additions, or improvements, Tenant shall first submit to Landlord plans, specifications, list of contractors and obtain written approval prior to commencing any such work. Tenant shall be solely responsible and pay for any and all such approved alterations, additions, improvements and repairs without reimbursement from Landlord. All such improvements, whether temporary or permanent, shall, at the expiration or earlier termination of this Agreement, become the property of Landlord, unless Landlord and Tenant shall otherwise

agree in writing. All Landlord-approved alterations, improvements and additions made by Tenant within the Leased Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements and the requirements of any contract or Encumbrance (as hereinafter defined) to which Landlord may be a party. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all expense, loss, cost, liability or damage incurred by Landlord as a result of such work and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord. The indemnification contained in this paragraph shall survive the expiration or earlier termination of this agreement.

7. MECHANIC'S, MATERIALMEN'S AND OTHER LIENS:

Tenant shall not permit any mechanic's, materialmen's or other liens for work, labor, services or materials ordered by Tenant to attach to the Leased Premises. At least five (5) days prior to the commencement of any work Tenant shall notify Landlord of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. During any such work on the Leased Premises, Landlord or its representatives shall have the right to go upon and inspect the Leased Premises at all reasonable times, and shall have the right to post notices or to take any further action which Landlord may deem to be proper for the protection of Landlord's interest in the Leased Premises. Tenant shall furnish Landlord written proof of completion of and payment for any such work within ten (10) days after such completion.

8. REMOVAL OF PERSONAL PROPERTY:

All of Tenant's personal property and any personal property of third parties brought to and located in or on the Leased Premises shall remain the property or responsibility of Tenant and may be removed by Tenant at any time during the term of this Agreement provided there is no breach or default by Tenant hereunder, and further provided that Tenant repairs any and all damage to the Leased Premises at its sole expense occasioned by the removal of such personal property. If Tenant fails to remove said items by the end of the term then Landlord shall have the right to require Tenant to remove such personal property at Tenant's sole cost and expense and to repair any damage to the Leased Premises occasioned by such removal and upon Tenant's failure to remove such personal property, Landlord may remove the same and deliver to Tenant or place in a secure commercial storage facility and the cost of such removal shall be paid by Tenant immediately upon demand from Landlord.

9. INSPECTION OF LEASED PREMISES BY LANDLORD:

Landlord or Landlord's representative shall have the right at all times during the term of this Agreement to enter upon any part of the Leased Premises for the purpose of determining whether the conditions and covenants contained in this Agreement are being kept and performed.

10. LANDLORD'S COVENANTS OF SEISIN:

Landlord covenants that Landlord has full legal right to make this Agreement and that Tenant shall have, subject to Landlord's concomitant rights of occupancy within each fixture and area which is part of the Leased Premises, quiet and peaceable use and enjoyment of the Leased Premises throughout the term of this Agreement.

11. PROPERTY TAXES, UTILITIES, REGULATORY PERMITS:

Landlord shall pay all property taxes applicable to the Leased Premises. Landlord shall maintain the Leased Premises at Landlord's cost unless Tenant damages the Leased Premises, in which event

Landlord shall repair the Leased Premises and Tenant shall reimburse Landlord for the cost of such repair. Tenant shall pay for any and all portable bathroom facilities, communication services, and waste disposal utilities required by Tenant for its use of the Leased Premises. Tenant shall obtain all permits and licenses and comply with environmental regulations as required by law for Tenant's activities on and uses of the Leased Premises.

12. ACCESS MANAGEMENT:

- A. Use of the Access Road. The Access Road may be used by Tenant's employees, contractor, and invitees solely for vehicle ingress and egress from the Leased Premises for management and maintenance of the Leased Premises and for transport of personal property, equipment, materials and supplies, and shall not include any broader use of Landlord's road network or Property for unauthorized activities, including, without limitation, hunting on Landlord's Property. Tenant shall not use the Access Road in any way that materially interferes with Landlord's use of the Landlord's property around the Leased Premises for commercial forest management. Tenant's use of the Access Road requires access through a locked gate owned or maintained by Landlord and Landlord shall issue to Tenant (8) copies of key(s) needed to open gates for the access provided herein. Tenant shall not copy the key(s) provided by the Landlord unless permitted to do so in writing by the Landlord. Tenant shall return any key(s) that has been so issued in the event of termination of this Agreement. Tenant shall pay a Five Hundred Dollar (\$500.00) fee per key for any key(s) that is not so returned. Tenant shall keep road gates closed and locked unless Tenant enters the Access Road through an open gate during daylight hours when Landlord is engaged in active hauling or when otherwise instructed by a Landlord representative to close and secure the gate.
- B. Reservation of Rights. Landlord reserves the right to use the Access Road for the benefit of adjacent lands, including the right to cross and re-cross and construct intersecting roads, and installation of overhead and/or underground utilities, for itself, its agents, employees, contractors, licensees, Grantees, successors, and assigns.

13. ASSIGNMENT AND SUBLETTING:

Tenant shall not assign this Agreement, nor sublet, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Consent by Landlord to one (1) or more assignments or subletting shall not operate as a waiver of Landlord's rights as to any subsequent assignments and subletting. In case of any such assignment, Tenant shall nevertheless remain fully responsible and liable as surety to Landlord for full payment of the rent and compliance with all of Tenant's other obligations under this Agreement. Landlord may assign this Agreement to any new owner of the Leased Premises with notice of assignment and assumption provided to Tenant.

14. REMEDIES ON DEFAULT:

- A. Default. Time is of the essence with regard to Tenant's obligations under this Agreement. The occurrence of any of the following events, acts or circumstances shall be and constitute a default under this Agreement:
1. Failure by Tenant to pay in full any Rent payable pursuant to the terms and conditions of this Agreement as and when due, and the continuance of such failure beyond a grace period of five (5) days.
 2. Failure by Tenant to observe, perform or comply with any of the terms, covenants,

agreements or conditions contained in this Agreement to be observed, performed or complied with by Tenant, other than the failure to pay rent as described herein, and the continuance of such failure for a period of thirty (30) days after Landlord has given Tenant written notice of such failure, or, when the cure reasonably requires more than thirty (30) days, the failure of Tenant to commence to cure such failure within such period of thirty (30) days and to thereafter diligently and continuously prosecute such cure to completion.

3. The making by Tenant of a general assignment for the benefit of Tenant's creditors; or the filing by Tenant of a voluntary petition in bankruptcy; or the adjudication of Tenant as a bankrupt or insolvent; or the filing by Tenant of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief, under any present or future law, or the filing by Tenant of an answer admitting or failing to deny the material allegations of a petition against Tenant for any such relief; or the admission by Tenant in writing of Tenant's inability to pay Tenant's debts as they mature.

- B. Landlord's Remedies. Whenever any default beyond any applicable cure or grace period shall exist, Landlord may seek any and all remedies available at law or in equity, and Landlord may, to the extent not prohibited by law, terminate this Agreement, in which event Tenant shall immediately surrender the Leased Premises to Landlord and Tenant shall remain liable to Landlord for all damages resulting from Tenant's default on the termination of this Agreement as a result thereof. If Tenant shall fail to surrender the Leased Premises upon termination, Landlord may, without further notice and without prejudice to any other remedy Landlord may have, enter upon the Leased Premises and expel Tenant and Tenant's effects, by force if necessary, without being liable to prosecution or any claim for damages therefore; and Tenant hereby indemnifies and agrees to hold Landlord harmless from and against any and all loss, cost, damage and liability which Landlord may suffer by reason of such termination whether through inability to relet the Leased Premises, through decrease in rent, or otherwise, said indemnification to survive the termination of this Agreement.

15. LIMITATION OF LIABILITY:

During the term of this Agreement, Landlord shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening in, on, about, or entering the Leased Premises, nor for any injury or damage to the Leased Premises, nor to any property of Tenant, or of any other persons. Landlord shall maintain the Structures, but shall not be liable for any injury or damage to any person or property in, on, entering, or about the Leased Premises, whether belonging to Tenant or any other person, when caused by any fire, breakage, defect, either latent or otherwise, or bad condition in or accidental destruction of any part or portion of the Leased Premises.

16. INDEMNIFICATION:

- A. Mutual Indemnity. Each Party hereto shall hold harmless, defend and indemnify the other Party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other Party or its agents, officers, officials, employees or volunteers. Notwithstanding any provision to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive the expiration or earlier termination of this Agreement.

- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both Parties are held to be negligently or willfully responsible, each Party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each Party will bear their own costs and attorneys' fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve either Party from liability under this provision. This provision shall apply to all claims for damages related to either Party's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

17. MORTGAGES:

- A. No Right to Encumber Leased Premises. Tenant shall not, and shall have no right or power to, mortgage, encumber or otherwise convey, transfer or assign as security for any indebtedness and interest of tenant in the Leased Premises or in this Agreement. Tenant agrees not to obtain any financing secured by Tenant's interest in the Leased Premises and not to encumber the Leased Premises or Tenant's interest therein without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, and to keep the Leased Premises free from all liens and encumbrances except liens and encumbrances created by Landlord.
- B. Subordination. This Agreement is and shall remain subject and subordinate to any deeds of trust, mortgages, trust indentures, deeds to secure debt and other encumbrances resulting from any financing which may now or hereafter affect all or any portion of the Leased Premises (any of which shall be referred to herein as an "Encumbrance") and to any renewals, and extensions of any encumbrance. This clause shall be self-operative and no further document or instrument shall be required in order to evidence the same. Tenant covenants and agrees, nevertheless, to execute and deliver promptly any certificate or other assurance in confirmation of such subordination requested by any lessor, beneficiary, mortgagee, trustee or holder of any indebtedness secured by an Encumbrance (any of whom or which shall be referred to herein as a "Secured Party"). Tenant agrees that any Secured Party shall have the right at any time to subordinate any Encumbrance or other lien to this Agreement.
- C. Default by Landlord. In the event of a default by Landlord hereunder, Tenant shall notify each Secured Party of such default and each such Secured Party may, but shall not be obligated, to cure such default within thirty (30) days from the receipt of such notice or, if such default cannot be reasonably cured within said thirty (30) days, such longer period of time as is necessary to cure such default, and Tenant hereby consents to entry into the Leased Premises by any such Secured Party for the purpose of effecting such cure.
- D. Attornment. Tenant agrees that in the event any Secured Party obtains title to the Leased Premises as a result of any enforcement or foreclosure of the lien of an Encumbrance, Tenant shall, upon request of such Secured Party, attorn to such Secured Party and recognize such Secured Party as its lessor under all the terms and provisions of this Agreement. Any attornment to a Secured Party pursuant to this Paragraph shall occur automatically, but Tenant shall on request by and without cost to Landlord or any Secured Party executed and deliver any instruments evidencing such attornment.

18. DESTRUCTION:

- A. Termination due to Destruction. If during the term of this Agreement the Leased Premises shall be damaged or destroyed by fire or other casualty of whatever nature, Landlord may elect to

terminate this Agreement by providing written notice of such election to Tenant within thirty (30) days after the occurrence of such casualty. Upon the service of such notice, this Agreement shall cease and terminate on the date of the aforesaid notice with the same force and effect as if such date were the date originally fixed for the expiration of the Agreement and Landlord and Tenant shall, except as otherwise provided herein, be relieved of any further duty, obligation or liability thereafter accruing hereunder.

- B. Reparation and Restoration. In the event Landlord fails to terminate this Agreement after the occurrence of any damages to or destruction of the Leased Premises or any portion thereof Landlord shall repair, rebuild or restore the Leased Premises provided that Tenant has paid Landlord for any damages to or destruction of the Leased Premises caused by Tenant. Under no circumstances shall Landlord be obligated to make any payment, disbursement or contribution towards or on account of the cost of repairing, rebuilding or restoring the property of Tenant.
- C. Reoccupation. During any period or reparation, rebuilding or restoration, Tenant shall continue the operation of its business within the Leased Premises to the extent practicable and shall re-occupy such portions of the Leased Premises as were occupied by Tenant prior to the damage or destruction thereof as such reparation and restoration work progresses. During such period of reparation and restoration, the monthly rent due under the terms of Paragraph 3 shall be reduced by that percentage which is equal to the percentage of the Leased Premises within which Tenant cannot continue the operation of its business as a result of such damage or destruction. Notwithstanding anything herein contained to the contrary, there shall be no reduction in monthly rent for any damages or destroyed part of the Leased Premises in the event that the damage or destruction of said part of the Leased Premises does not materially impair the normal operations of the Permitted Use of the Leased Premises.

19. FORCE MAJEURE:

In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement, other than a payment obligation, due to any act of god, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection or any other cause beyond the reasonable control of the Party ("Force Majeure Event"), and if such Party shall have used its commercially reasonable efforts to mitigate its effects, such Party shall give prompt written notice to the other Party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Neither Landlord nor Tenant shall be liable for loss or damage or deemed to be in breach of this Agreement if Landlord's or Tenant's failure to perform their respective obligations results from any Force Majeure Event. Any delay resulting from a Force Majeure Event will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances, but in no event beyond the second anniversary of the Commencement Date.

20. EMINENT DOMAIN:

In the event the Leased Premises shall be taken by or pursuant to any governmental authority or through the exercise of the right of eminent domain, Landlord and Tenant shall join and cooperate, each at its sole cost and expense, in prosecuting their respective claims for damages incurred from the successful exercise of such right or proceeding. Any condemnation award shall be paid to Landlord and Tenant in accordance with their respective interests as determined by the condemning authority.

21. WAIVERS:

One or more waivers of any covenant or condition by either Party hereto shall not be construed as

a waiver of a further breach of the same covenant or condition, and such consent or approval shall not be deemed a waiver or render unnecessary said Party's consent or approval to any subsequent similar act by the other Party.

22. SUCCESSORS AND ASSIGNS:

The terms "Landlord" and "Tenant" shall include, and all of the provisions hereof shall bind and inure to the benefit of, the successors and permitted assigns of the Parties hereto.

23. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Each Party may at any time change its address for notice by giving written notice of such change to the other Party in the manner provided herein.

Landlord: Green Diamond Resource Company
Attention: Administrative Forester
P.O. Box 68
Korbel, California 95550

AND

Green Diamond Resource Company
Attention: Galen Schuler, General Counsel
1301 Fifth Street, Suite 2700
Seattle, Washington 98101-2613

Tenant: Humboldt County Department of Public Works – Real Property Division
Attention: Real Property Agent
1106 Second Street
Eureka, California 95501

24. MARKETING OF THE PREMISES:

Tenant shall not interfere with Landlord's marketing of the Property and Leased Premises for long-term lease or sale.

25. JURISDICTION AND VENUE:

This Agreement shall be governed by, and construed in accordance, with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

26. SEVERABILITY:

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect.

27. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, Landlord certifies that it is not a Nuclear Weapons Contractor, in that Landlord is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. Landlord agrees to notify Tenant immediately if it becomes a Nuclear Weapons Contractor, as defined above. Tenant may immediately terminate this Agreement if it determines that the foregoing certification is false or if Landlord subsequently becomes a Nuclear Weapons Contractor.

28. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both Parties. No addition to, or modification of, the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

29. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each Party shall be responsible for the acts and omissions of its agents, officers, officials, employees and assignees.

30. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both Parties hereto, and shall not be construed or interpreted more favorably for one (1) Party on the basis that the other Party prepared it.

31. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

32. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

33. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the Parties agree to comply with the amended provision as of the effective date of such amendment.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the Parties set forth in Section 5(A) – Indemnification Obligations, Section 6(B) – Improvements, Section 14(B) – Remedies and Section 16 – Indemnification shall

survive the expiration or termination of this Agreement.

35. ATTORNEYS' FEES:

If either Party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing Party shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing Party" means the Party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said Party, as well as the Party in whose favor final judgment is rendered.

36. RECITALS:

The Recitals set forth herein are hereby by made a part of this Agreement and are incorporated herein by this reference.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the Parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

39. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligation hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

GREEN DIAMOND RESOURCE COMPANY:

By:  _____
Peter Jackson, Vice President
California Timberlands

Date: 02/07/2023

COUNTY OF HUMBOLDT:

By: _____
Steve Madrone, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

- Exhibit A – Leased Premises
- Exhibit B – Access Road

EXHIBIT A LEASED PREMISES

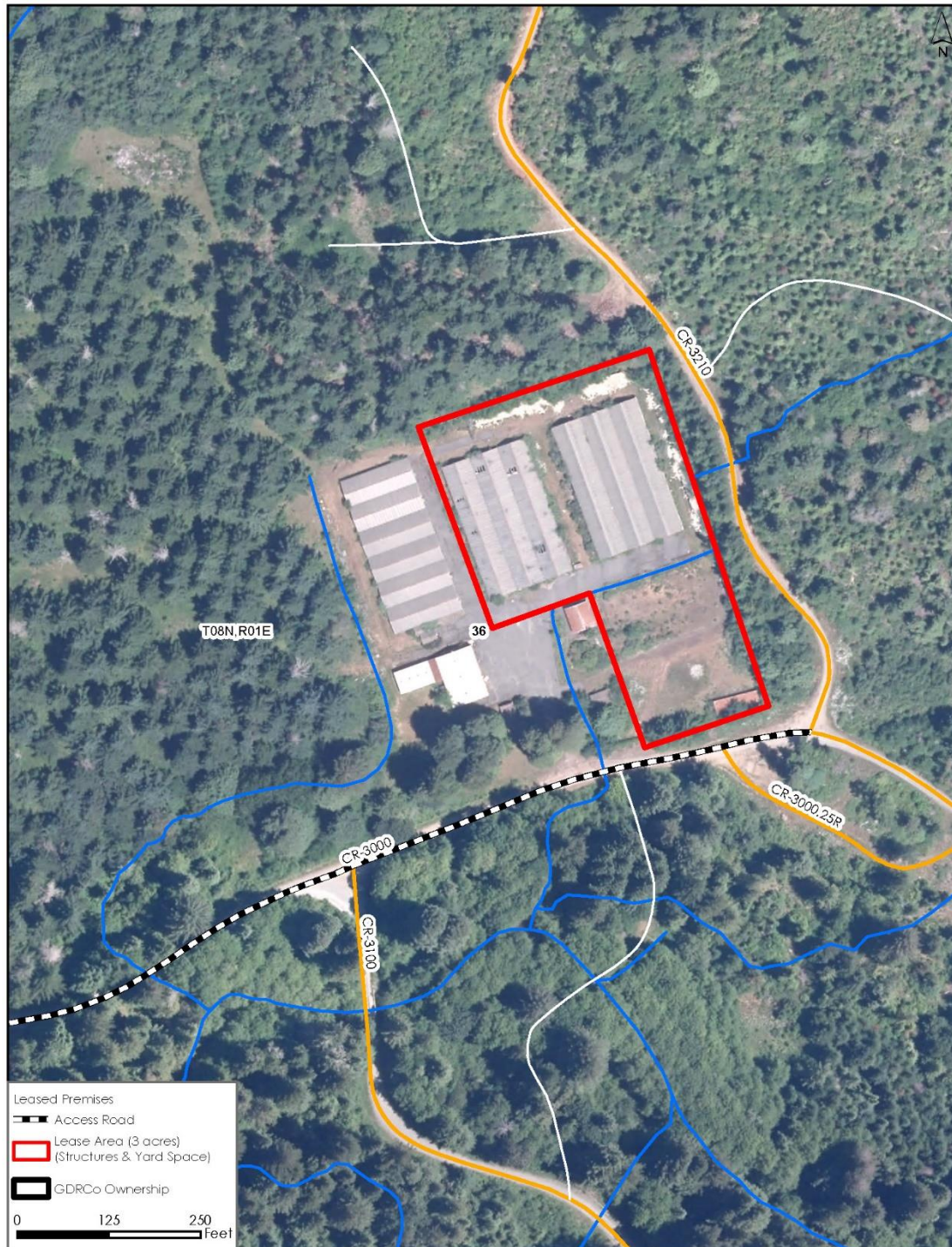


EXHIBIT B ACCESS ROAD

