



COLUSA-GLENN FARM CREDIT

April 23rd, 2019

Morton Geivett
Superintendent
Willows Unified School District
823 W. Laurel Street
Willows, CA 95988

Mort,
Farm Credit Services of Colusa-Glenn, ACA was assigned the lease between the Willows Unified School District and J. Mark Atlas, dated January 22, 2009 for 332-334 West Sycamore Street. Our Association engaged an architect and construction professionals to redesign the building to fit our needs. After going through that expense, we have determined that the building will not be sufficient.

Our Association has grown within Glenn County and we need more office space than what the School District's building can provide. We are committed to the community and that commitment will be shown in the form of a new office location rather than a retrofitted building.

The Association exercised our right to give notice of extension of the Lease for an additional two-year "extension term" running through May 11, 2020. We would like to terminate the lease agreement prior to the maturity of our agreement. We understand that the School Board is under no obligation to relieve us from the rental agreement, but any consideration would be appreciated.

Thank you

Luke Reimers
Chief Credit Officer
FCS of Colusa Glenn, ACA
530-458-2163

Sent Via Email

ASSIGNMENT OF LEASE

This Assignment of Lease ("Assignment") is entered into effective 12:01a.m., October 1, 2017 ("Effective Date"), by and between J. Mark Atlas ("Prior Tenant") and Farm Credit Services of Colusa-Glenn, FLCA ("Tenant") and is made with respect to the following recitals:

RECITALS

- A. Prior Tenant previously entered into that certain Standard Form Office Lease ("Lease") dated January 22, 2009 by and between Prior Tenant and Willows Unified School District ("Landlord"), under the terms of which Lease Landlord leased to Prior Tenant those certain premises known as described as 332-334 West Sycamore Street, Willows, CA as more particularly described in the Lease ("Premises"), where Prior Tenant operated his sole proprietorship law practice
- B. Prior Tenant and Tenant each desire and agree that the Lease shall be assigned by Prior Tenant to Tenant, under such terms and conditions as are hereinafter contained, and Prior Tenant is hereby assigning the Lease to Tenant.
- C. The Lease is currently in full force and effect and Landlord has not issued any written notice to terminate the Lease.

AGREEMENT

NOW, THEREFORE, and in consideration foregoing mutual covenants and conditions, the parties hereto agree as follows:

1. Incorporation of Recitals. The forgoing recitals, including all terms and definitions used in any documents referenced therein, are hereby incorporated by reference.
2. Assignment of Lease. Prior Tenant hereby assigns all of Prior Tenant's right, title and interest in and to the Lease, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, to Tenant effective as of the Effective Date. Tenant accepts such assignment and agrees to be bound by all terms and conditions contained in the Lease. Landlord hereby consents to this Assignment on the terms and conditions set forth herein. The parties hereto acknowledge and agree that Landlord currently holds no security deposit of Prior Tenant pursuant to the Lease.
3. Disclaimer. Tenant Acknowledges and agrees by its acceptance hereof, that except as expressly provided in this Assignment, Prior Tenant has not made, does not make, and specifically disclaims, any representations, warranties, promises, covenants,

agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to the nature, quality, or condition of the Lease or the Premises.

4. Indemnification. Tenant agrees to indemnify, defend (with counsel reasonably satisfactory to Prior Tenant) and hold Prior Tenant, his or its partners, officers, directors, shareholders, trustees, employees and agents harmless from and against any and all litigation, losses, costs, damages, claims, demands, expenses or liabilities whatsoever including, without limitation, reasonable attorneys' fees, charges and costs (collectively "Damages") arising out of a breach or default of the Lease which occurs or arises on or after the Effective Date. Prior Tenant agrees to indemnify, defend (with counsel reasonably satisfactory to Tenant) and hold Tenant, his or its partners, officers, directors, shareholders, trustees, employees and agents harmless from and against any and all Damages arising out of a breach or default of the Lease which occurred or arose prior to the Effective Date.

5. Landlord's Release. Landlord hereby releases Prior Tenant from all duties, obligations and Damages imposed under the Lease arising on or after the Effective Date, grants Prior Tenant a novation with respect to all duties, obligations and Damages under the Lease occurring on or after the Effective Date, and agrees to recognize Tenant as the sole and only tenant under the Lease.

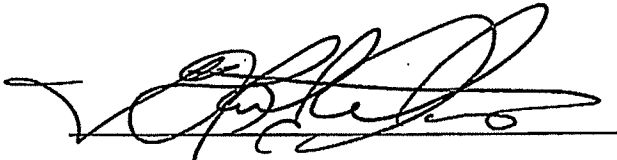
6. Miscellaneous. The Assignment represents the entire agreement between the parties hereto with respect to the subject matter hereof. No modification of this Assignment may be effective unless such modification is signed by all parties to be charged thereby. Counterparts. To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all parties appear on each counterpart hereof, and all counterparts hereof shall collectively constitute a single agreement. This Assignment and all other instruments referred to herein shall be governed by, and shall be construed in accordance with, the laws of the State of California. This Assignment and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties. The parties hereto agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

[Signature page to follow]

WHEREFORE, the parties have entered into this Assignment as of the date and year first set forth above.

PRIOR TENANT:

J. MARK ATLAS



Name: J. Mark Atlas

TENANT:

FARM CREDIT SERVICES OF COLUSA-GLENN, FLCA

By: _____

Name: Robert Faris

Its: _____

LANDLORD:

WILLOWS UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Its: _____

WHEREFORE, the parties have entered into this Assignment as of the date and year first set forth above.

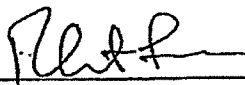
PRIOR TENANT:

J. MARK ATLAS

Name: J. Mark Atlas

TENANT:

FARM CREDIT SERVICES OF COLUSA-GLENN, FLCA

By: 
Name: Robert Faris
Its: PRESIDENT + CEO

LANDLORD:

WILLOWS UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Its: _____

WHEREFORE, the parties have entered into this Assignment as of the date and year first set forth above.

PRIOR TENANT:

J. MARK ATLAS

Name: J. Mark Atlas

TENANT:

FARM CREDIT SERVICES OF COLUSA-GLENN, FLCA

By: _____

Name: Robert Faris

Its: _____

LANDLORD:

WILLOWS UNIFIED SCHOOL DISTRICT

By: 

Name: MORT GEIVETT

Its: SUPERINTENDENT

EXHIBIT A

LEASE

STANDARD FORM OFFICE LEASE

THIS LEASE (this "Lease") is entered into on January 22, 2009, by and between Landlord and Tenant, who agree as follows:

ARTICLE 1. TERMS AND DEFINITIONS

1.01. General. Capitalized terms used in this Lease shall have the meanings set forth in this ARTICLE 1 or as otherwise set forth in this Lease.

1.02. Landlord.

Willows Unified School District
823 West Laurel Street
Willows, CA 95988

1.03. Tenant.

J. Mark Atlas
134 West Sycamore Street
Willows, CA 95988

1.04. Description of the Premises. Those certain premises described as 332-334 West Sycamore Street, Willows, CA, AP# 002-171-013, containing a building of approximately 2,132 square feet of air conditioned space, and including the parking area at the back of the structure.

1.05. Term.

A. Term: Seven years, subject to any Extension Terms as set forth in Section 3.03 below.

B. Commencement Date: The date upon which the Tenant commences the operation of its business in the Premises, that Tenant agrees will be accomplished as soon as reasonably possible after the issuance of a Certificate of Occupancy. When the actual Commencement Date is determined, the parties shall execute a Confirmation of Lease Term in the form attached as Exhibit A.

1.06. Leasehold Improvements: The aggregate of the Landlord Improvements and the Tenant Improvements, as follows:

A. Landlord Improvements: Prior to or at the same time as commencement of the Tenant Improvements, Landlord shall (i) clean out the planter boxes located in the front and the back of the Premises exterior, and (ii) paint the exterior of the Premises in accordance with the color and design scheme provided by Tenant to Landlord (collectively, the "Landlord Improvements").

B. Tenant Improvements: As soon as possible after execution of this Lease, Tenant shall remodel the interior and Sycamore Street entrance of the Premises in accordance with improvement plans that are consistent with a high quality office building (the "Tenant Improvements"). As part of the Tenant Improvements, Tenant shall make such reasonable modifications of the Premises to meet the requirements of the Americans with Disabilities Act of 1990 (42 United States Code Section 12101 *et seq.*) ("ADA") as the Willows city building department requires and as Tenant is willing to make. Tenant estimates that the Tenant Improvements will cost \$60,000.00, including the ADA improvements referred to above (the "Tenant Improvement Costs"). Landlord shall reimburse Tenant for a net of fifty percent of the Tenant Improvement Costs, up to a maximum reimbursement of \$30,000.00, after deduction of any façade improvement funds received from the City of Willows. The reimbursement for Tenant Improvement Costs shall be in the form of a temporary rent reduction, in accordance with Section 4.01.A below. Upon expiration of the Lease, the Tenant Improvements shall become the property of Landlord without further compensation to Tenant. At Landlord's request, Tenant will provide Landlord with receipts or other written verification of the Tenant Improvement Costs.

1.07. Rent.

A. Base Rent: Sixty cents per rentable square foot per month, rounded off to \$1,280.00 per month, for a total, before reimbursement for Tenant Improvements, of \$107,520.00 for the Initial Term (as defined in Section 3.03 below).

B. Late Charge: Five percent of any rental sum not paid within ten days of when due.

1.08. Intended Use. Professional office and related uses.

ARTICLE 2. PREMISES AND APPURTENANCES

2.01. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, improved by the Leasehold Improvements described in Section 1.06 above.

2.02. Tenant's Right of First Offer to Purchase Premises. Throughout the Term and any extension thereof, Tenant shall have the Right of First Offer to purchase the Premises. Landlord shall notify Tenant in writing when Landlord desires to sell the Premises and prior to offering the Premises for sale to any other party ("Offer Notice"). Prior to sending the Offer Notice, Landlord and Tenant shall jointly select an appropriately licensed or qualified third party commercial real estate appraiser (the "Appraiser"). The Appraiser shall determine the purchase price for the Premises according to the current fair market value of the Premises (the "Purchase Price"). Landlord's notice shall set forth all material terms of the purchase proposal for Tenant's consideration including the Purchase Price. Tenant shall have 30 days from receipt of both the Offer Notice and the appraisal within which to notify Landlord of Tenant's exercise of the Right of First Offer. Any purchase of the Premises shall be on such terms as provided in Landlord's notice to Tenant, or as Landlord and Tenant otherwise agree. Notwithstanding the foregoing, if Tenant has not been fully reimbursed for the Tenant Reimbursement Costs as set forth in Section

1.06.B above prior to the Close of Escrow, the balance of the Tenant Reimbursement Costs will be deducted from the Purchase Price. Should Tenant fail to deliver such notice within the required time or determine not to exercise its Right of First Offer, Landlord shall be free to close a sale of the Premises to a third party on the same terms as offered to Tenant, or on terms more favorable to Landlord, for a period of 180 days following the expiration of the 30 day period. If Landlord fails to sell the Premises on such terms as provided in Landlord's notice during the 180 day period, Tenant again shall have the Right of First Offer. Any proposed sale on terms different or less favorable to Landlord than those offered by Landlord to Tenant shall again be subject to this Section 2.02.

2.03. Option to Purchase. Throughout the Term and any extension thereof, Tenant shall have an option to purchase the Premises (the "Purchase Option") in accordance with the provisions of this Lease, as long as Tenant is not in default at the time Tenant exercises the Purchase Option.

A. Method of Exercising Option. Tenant shall exercise the Purchase Option by giving notice ("Option Notice") to Landlord within the Option Period.

B. Purchase Price. Prior to Tenant sending the Option Notice to Landlord, Landlord and Tenant shall select an Appraiser, who shall establish the purchase price of the Premises according to the current fair market value of the Premises (the "Option Purchase Price"). The Purchase Price shall be set forth in the Option Notice together with all other material terms related to the Purchase Option. Any purchase of the Premises shall be on such terms as provided in the Option Notice, or as Landlord and Tenant otherwise agree. Notwithstanding the foregoing, if Tenant has not been fully reimbursed for the Tenant Reimbursement Costs as set forth in Section 1.06.B above prior to the Close of Escrow, the balance of the Tenant Reimbursement Costs will be deducted from the Option Purchase Price.

C. Method of Payment. The Purchase Price shall be payable in cash in lawful money of the United States to Landlord by Tenant at the Close of Escrow.

D. Title to Premises. Landlord shall deliver to Escrow Holder (as defined below) an executed grant deed in recordable form conveying the Premises to Tenant. Title to the Premises shall be conveyed by Landlord to Tenant free and clear of all liens, encumbrances, covenants, conditions, restrictions, easements and rights-of-way of record, leases or other tenancy agreements, and other matters of record, current taxes, a lien not yet delinquent, those portions of current assessments not yet due and payable, anything of record or not of record that in any way affects title to the Premises resulting from the acts or omissions of Tenant, and other matters approved by Tenant.

E. Escrow. The sale shall be consummated through an escrow with a title company selected by Tenant ("Escrow Holder"), to be opened within ten days after the Option Notice has been given to Landlord. The parties shall execute all documents required by Escrow Holder as long as they are consistent with the provisions of this Article. Escrow shall close (the "Close of Escrow") on or before the date that is 45 days after the delivery of the Option Notice. Escrow shall be deemed to be closed pursuant to this section on the date the grant deed is recorded.

F. Title Insurance. At the Close of Escrow, Escrow Holder must be prepared to issue an CLTA Owner's Policy of Title Insurance in the amount of the Purchase Price insuring title to the Premises vested in Tenant subject only to the matters set forth in Section 2.03.D. If Tenant desires, Escrow Holder shall issue an ALTA 2006 owner's policy of title insurance, provide that the Tenant delivers to Escrow Holder an ALTA/ASCM survey (the "Survey") prior to the Close of Escrow. If Tenant fails to deliver the Survey, at Tenant's request, Escrow Holder shall issue an ALTA 2006 owner's policy of title insurance with the survey exception reflected in such title policy.

G. Proration of Costs and Income. Rent, taxes and insurance premiums (if the policy form is acceptable to Tenant) shall be prorated as of the Close of Escrow.

H. Closing Costs. Transfer taxes and recording fees on the grant deed shall be paid by Landlord. The premium of the CLTA title policy referred to in Section 2.03.F shall be paid by Landlord. The cost of any ALTA increment and the cost of any survey shall be paid by Tenant. Charges of escrow and all other closing costs shall be shared equally by the parties.

I. Destruction of Building or Other Improvements. If the Building or other improvements that are part of the Premises are totally or partially destroyed between the date Tenant exercises the Purchase Option and the date set for the Close of Escrow, Landlord shall restore the Premises Units pursuant to ARTICLE 8. The time for Close of Escrow shall be extended for a period of time equal to the period of time Landlord takes to restore the Premises.

J. Close of Escrow-Termination. On Close of Escrow this Lease shall terminate as to the Premises, and the parties shall be released from all liabilities and obligations with respect to the Premises under this Lease.

2.04. Landlord Use Rights. Landlord reserves the right from time to time to do the following so long as it does not unreasonably interfere with Tenant's use and enjoyment of the Premises and with reasonable advance notice to Tenant: (a) to install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas; (b) to relocate any of such items included in the Premises that are located therein or located elsewhere outside the Premises; and (c) to resurface or otherwise improve the parking area.

ARTICLE 3. TERM

3.01. Term. Unless automatically renewed or terminated as provided herein, the Term of this Lease shall be for the period designated in Section 1.05 above, beginning on the Commencement Date and ending on the expiration of such period.

3.02. Possession. Landlord shall deliver the Premises to Tenant as soon as possible after execution of this Lease so that Tenant can commence the Tenant Improvements. The parties acknowledge that Landlord has already given a set of keys to the building to Tenant, for Tenant to have access to the Premises to plan the Tenant Improvements.

3.03. Automatic Term Renewal. The Term of this Lease may be extended beyond the initial seven-year Term (the "Initial Term") for successive periods of two years each (each, an "Extension Term"). Notwithstanding the foregoing, however, Landlord shall have the right to provide written notice to Tenant that Landlord elects to terminate this Lease at the end of the Initial Term (the "Termination Notice"). The Termination Notice shall be delivered to Tenant no later than the last business day of the fifth year of the Initial Term. If Landlord does not timely deliver the Termination Notice, Tenant will have the right to give notice of extension of this Lease for an Extension Term six months before the end of the Term. If the Lease is extended pursuant to this Section 3.03 for an Extension Term, Landlord may give a Termination Notice to Tenant within the first 60 days of an Extension Term that Landlord elects to terminate this Lease at the end of that current Extension Term.

ARTICLE 4. RENT

4.01. Base Rent. Commencing on the Commencement Date, Tenant agrees to pay Landlord the Base Rent in advance on the first day of each calendar month during the Term. If the Term of this Lease commences or ends on a day other than the first day of a calendar month, then the rental for such period shall be prorated for that month. Landlord acknowledges receipt on November 6, 2008 of an advance payment of rent of \$2,000.00, that shall be applied to the Base Rent payments, net of the Temporary Rent Reduction set forth in Section 4.01.A, that first become due after the Commencement Date.

A. Temporary Rent Reduction. The Base Rent shall be reduced in the amount of \$640.00 per month for the number of months from the Commencement Date necessary to reimburse Tenant for the reimbursable portion of the Tenant Improvements referred to in Section 1.06.B above. Once Tenant has received the full credit provided for in this Lease, the Base Rent will return to the full rate set forth in Section 1.07.A above.

B. Base Rent Increase for Extended Term. If this Lease is extended in accordance with Section 3.03 above, the Base Rent for each Extension Term shall be increased by \$65.00 per month. For example, using the foregoing increase amount, and subject to any Base Rent adjustments made pursuant to this Lease, the Base Rent for the first Extension Term shall be \$1,345.00 and the Base Rent for the second Extension Term shall be \$1,410.00, and so on until this Lease is terminated.

4.02. Utilities Costs. Tenant shall be responsible for the costs of all utilities and janitorial services to the Premises and shall pay utility costs directly to the service provider; provided that Landlord shall pay for water service to the Premises.

4.03. Late Charge. If any rental or other payment due under this Lease is not paid within the time specified in Section 1.07.B above, the Late Charge also specified therein shall become due in addition to the amount otherwise owed.

ARTICLE 5. USE

5.01. Use. Tenant shall use the Premises for the Intended Use specified in Section 1.08 above, and purposes incident thereto, and shall not use or permit the Premises to be

used for any other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

5.02. Compliance with Laws. Tenant shall not use or occupy the Premises in violation of law and shall, upon five days' written notice from the Landlord, discontinue any use of the Premises that is declared by any governmental authority having jurisdiction to be a violation of law.

5.03. Nuisance and Waste. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

5.04. Landlord's Warranties. Other than as set forth in this Section and in ARTICLE 6 below, Tenant will take possession of the Premises "AS IS."

Landlord warrants and represents to Tenant that the Premises are, and shall be throughout the Term, in compliance with all present and future governmental statutes, codes, ordinances, regulations, rules, orders, permits, licenses, approvals, authorizations and other requirements of any kind applicable to Hazardous Substances (collectively, "Environmental Requirements"). For purposes of this Lease, "Hazardous Substance" shall include, without limitation, any substance that on the date of this Lease or at any subsequent time is regulated or governed by, requires investigation or remediation under or is defined or listed as a "hazardous substance," a "hazardous waste," "hazardous" or "toxic," a "pollutant" or "contaminant" or stated to be known to cause cancer or reproductive toxicity under applicable local, state or federal law including but not limited to gasoline, diesel, petroleum hydrocarbons, asbestos, or polychlorinated biphenyls. Landlord shall remove any Hazardous Substance discovered in or about the Premises, at its sole cost and expense, unless Tenant has caused the presence of it. Landlord agrees to indemnify, defend and hold Tenant harmless from (i) all costs and expenses of any kind and damages, fines and penalties incurred in connection with any violation of or noncompliance with Environmental Requirements; (ii) any loss of use or adverse effects on the use of any portion of the Premises; and (iii) all other claims, losses, damages, liabilities, costs and expenses of every kind, including, without limitation, reasonable attorneys' and consultants' fees and costs, incurred by Tenant resulting from claims, costs and liabilities with respect to Hazardous Substance that are not caused by Tenant. Tenant agrees to indemnify, defend and hold Landlord harmless from (i) all costs and expenses of any kind and damages, fines and penalties incurred in connection with any violation of or noncompliance with Environmental Requirements; (ii) any loss of use or adverse effects on the use of any portion of the Premises; and (iii) all other claims, losses, damages, liabilities, costs and expenses of every kind, including, without limitation, reasonable attorneys' and consultants' fees and costs, incurred by Landlord resulting from claims, costs and liabilities with respect to Hazardous Substance that are caused by Tenant.

ARTICLE 6. CONDITION OF PREMISES

6.01. Acceptance of Premises. Subject to the covenants hereafter provided, by taking possession of the Premises, Tenant shall be conclusively presumed to establish that the Premises were at such time in satisfactory condition. Landlord covenants, represents and

warrants that all building systems and components shall be in good working order and repair, including, but not limited to, heating and air conditioning, electrical, lighting, plumbing, ceiling tiles, structural integrity, roof, fire protection system and parking lot, as of the Commencement Date of this Lease.

6.02. Alterations. Once the Tenant Improvements have been completed, Tenant shall make no further alterations to the Premises which costs exceed \$5,000.00 per year without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

6.03. Maintenance and Repair.

A. Tenant's Obligations. Except as otherwise provided in this Lease, Tenant shall keep the Premises in first-class repair and appearance, normal and reasonable wear and tear excepted. Tenant shall be responsible for obtaining and providing all maintenance necessary for Tenant's use and occupancy of the Premises, except as provided as Landlord's Obligations in Section 6.03.B below.

B. Landlord's Obligations. At Landlord's sole cost and expense, Landlord shall repair, maintain or replace, as necessary, the structural portions of the Premises, including foundations, the exterior walls and glass, the roof, the heating and air conditioning, mechanical, electrical and plumbing systems, and the sidewalks and parking lot of the Premises.

6.04. Entry by Landlord. As set forth herein, Landlord shall, upon reasonable notice, have the right to enter the Premises to inspect them or to supply any service to be provided by Landlord to Tenant hereunder. Except in the case of threat of damage to the Premises, such entry shall be made only in the presence of Tenant or Tenant's employee or agent. In this regard, Landlord understands and acknowledges that Tenant is an attorney-at-law and has an ethical obligation to protect the confidentiality of Tenant's clients and their communications. Landlord will therefore have the Premises re-keyed prior to the Commencement Date and Landlord will take reasonable steps to limit the access of Landlord's employees and agents to the interior of Premises except as provided in this Section 6.04. Landlord shall at reasonable times, upon reasonable notice, have the right to enter the Premises to inspect the same or to supply any service to be provided by Landlord to Tenant hereunder.

ARTICLE 7. TAXES; INSURANCE

7.01. Taxes on Tenant's Personal Property. Tenant shall be liable for and shall pay before delinquency all taxes levied against any of Tenant's personal property or trade fixtures.

7.02. Ownership of Premises; Possessory Interest. Tenant acknowledges and agrees that for so long as the Premises are owned by Landlord, the Lease and Tenant's interest hereunder may constitute a possessory interest subject to property taxation. If possessory interest taxes are applicable, payment of such taxes shall be the responsibility of the Tenant. If property taxes are applicable to the Premises, payment of such taxes shall be the responsibility of the Landlord.

7.03. Insurance.

A. At Tenant's sole cost and expense, Tenant shall obtain and keep in full force and effect, for the protection of Tenant and Landlord as their interests may appear, property insurance upon Tenant's property and covering Tenant's general liability to include personal injury, bodily injury, property damage, contractual liability, products and completed operations liability arising out of or relating (directly or indirectly) to Tenant's business operations, conduct, assumed liabilities or use or occupancy of the Premises in limits not less than \$1,000,000.00 per occurrence/ \$1,000,000.00 annual aggregate.

B. Tenant agrees that certificates of insurance on the insurer's standard form, if applicable, shall be delivered to Landlord within 10 days of Landlord's request to receive the same. Tenant is not required to name Landlord as an additional insured. Tenant's insurer will endeavor to notify Landlord in writing not less than 30 days prior to any cancellation or nonrenewal.

C. At Landlord's sole cost and expense, Landlord covenants and agrees that it shall insure the Premises (excluding any property with respect to which Tenant is obliged to insure) in an amount not less than 100% of the full replacement cost thereof, and commercial general liability insurance in such reasonable amounts with such reasonable deductibles as would be carried by a prudent owner of a similar building in Willows, California. Landlord may, but shall not be obliged to, take out and carry any other form or forms of insurance as it may reasonably determine advisable. Landlord may satisfy its insurance obligations through any self-insurance arrangement allowed under state law.

7.04. Indemnification.

A. By Tenant. Tenant shall indemnify and hold Landlord harmless against and from any and all claims arising out of Tenant's use of the Premises or the conduct of his business caused by acts or omissions of Tenant, his agents or employees, including costs, such as attorney's fees, and other expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon.

B. By Landlord. Landlord shall indemnify and hold Tenant harmless against and from any and all claims arising out of Landlord's ownership of the Premises or the conduct of its business caused by acts or omissions of Landlord, its agents or employees, including costs, such as attorney's fees, fees and costs of expert witnesses and other expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon.

ARTICLE 8. DAMAGE OR DESTRUCTION; TAKING

8.01. Insured Casualty. If the Premises are damaged by fire or other perils covered by insurance secured by Landlord in accordance with this Lease, the following shall apply:

A. If more than 50% of the Premises is destroyed ("Total Destruction"), Landlord shall have 30 days thereafter in which to elect, at Landlord's sole option, to repair, reconstruct and restore the Premises, and, if Landlord elects to restore, Landlord shall have 120 days from the date of Total Destruction in which to complete the restoration of the Premises, in which event this Lease shall remain in full force and effect.

B. If 50% or less of the Premises is destroyed ("Partial Destruction"), and if the damage thereto is such that the Premises may be repaired, reconstructed or restored within a period of 90 days from the date of the happening of the Partial Destruction, Landlord shall repair, reconstruct or restore the Premises and this Lease shall continue in full force and effect.

8.02. Release. Upon any termination of this Lease under any of the provisions of this ARTICLE 8, the parties shall be released thereby without further obligation to the other from the date possession of the Premises is surrendered to Landlord. In those circumstances where Tenant has not been able to continue its then-existing use of the Premises due to the damage or destruction, and the Lease is terminated, possession will be deemed to have been surrendered as of the date of damage or destruction and any Rent paid by Tenant thereafter shall be promptly refunded to it.

8.03. Abatement. In the event of repair, reconstruction and restoration by Landlord, as herein provided, the rental provided to be paid under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired during the period of such repair, reconstruction or restoration.

8.04. Force Majeure. Notwithstanding anything to the contrary contained in this ARTICLE 8, should Landlord be delayed or prevented from repairing or restoring the damaged Premises within one year after the occurrence of such damage or destruction by reason of acts of God, war, governmental restrictions, inability to procure the necessary labor or materials or other cause beyond the control of Landlord, Landlord shall be relieved of its obligation to make such repairs or restoration and Tenant shall be released from its obligations under this Lease as of the end of said one year period.

ARTICLE 9. DEFAULT AND REMEDIES

9.01. Events of Default. The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

A. The abandonment of the Premises by Tenant.

B. The failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of 10 days after written notice thereof from Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the Tenant's express or implied covenants or provisions of this Lease, other than as specified in Section 9.01.A or Section 9.01.B above, where such failure continues for a period of 30 days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than 30 days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within that 30-day period and thereafter diligently prosecutes the cure to completion.

D. (1) Tenant's making of any general assignment for the benefit of creditors; (2) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a

petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within 30 days); (3) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (4) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within 30 days.

9.02. Termination Upon Default. In the event of any such default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

A. The worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus

B. The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

C. The worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

D. Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or that in the ordinary course of things would be likely to result therefrom.

As used in Section 9.02.A and Section 9.02.B above, the "worth at the time of award" is computed by allowing interest at 10% per annum. As used in Section 9.02.C above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

ARTICLE 10. SUCCESSORS

10.01. Assignment and Subletting. Tenant's interest in this Lease shall be assignable, in whole or in part, either voluntarily or by operation of law, and Tenant shall have the right to sublet or allow another party to use or occupy the Premises, or any part thereof, so long as such uses are consistent with this Lease. Tenant shall provide Landlord written notice of the assignment, subletting, use or occupancy.

10.02. Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

ARTICLE 11. MISCELLANEOUS

11.01. Attorneys' Fees. If Landlord or Tenant, as applicable, should institute any legal action, arbitration or proceeding arising out of this Lease then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein, including those incurred in connection with any post judgment proceeding to enforce any judgment, shall be paid by the other party. This provision is separate and several and shall survive the merger of this provision into any judgment.

11.02. Signs. Tenant shall be allowed to install a sign at the Premises identifying Tenant's name and business.

11.03. Notices. All written notices to be given in connection with this Lease shall be sufficient if personally delivered or sent by certified or registered mail, postage prepaid, or national overnight delivery service addressed to the party entitled to receive such notice at the address designated in ARTICLE 1 above or changed by written notice in accordance with this Section 11.03. Notice shall be effective when personally delivered to the recipient, or upon receipt.

11.04. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

LANDLORD:

Willows Unified School District

By: _____

Print Name: Steve Olms

Its: _____

TENANT:

J. Mark Atlas

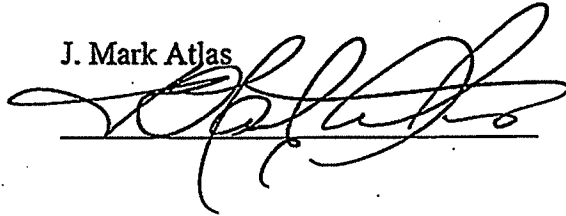


EXHIBIT A
CONFIRMATION OF COMMENCEMENT DATE
[SEE ATTACHED]

ACKNOWLEDGMENT OF COMMENCEMENT OF LEASE

The undersigned each acknowledge that the Initial Term of the Lease between the parties, dated January 22, 2009 commenced (will commence) on May 12, 2009.

Date: May 8, 2009

LANDLORD:

Willows Unified School District

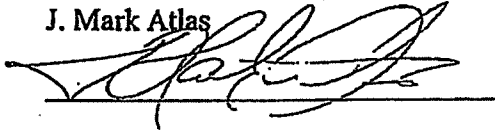
By: 

Print Name: Steve Olms

Its: _____

TENANT:

J. Mark Atlas



COPY

**J. MARK ATLAS
ATTORNEY AT LAW**

332 WEST SYCAMORE STREET
WILLOWS, CALIFORNIA 95988

TELEPHONE (530) 934-5416 FACSIMILE (530) 934-3508
JMA@JMATLASLAW.COM

RECEIVED

NOV 16 2015

J. MARK ATLAS
November 12, 2015 ATTORNEY AT LAW

HAND DELIVERED

Mort Geivett, Superintendent
Willows Unified School District
823 W. Laurel
Willows, CA 95988

Re: Office Building Lease

Dear Mort:

Under the 2009 office lease between the district and us, we are exercising our right to give notice of extension of the Lease, for an additional two-year "Extension Term." The original lease commenced on May 12, 2009, and so the extension will start on May 12, 2016, and continue through May 11, 2018. Under Article 4.01B, the rent will increase by \$65.00 per month, to \$1,345.00. We pay the rent on a calendar month basis and so our payment on May 1, 2016 will be in that amount. We will not pro-rate the increase to May 12, 2016.

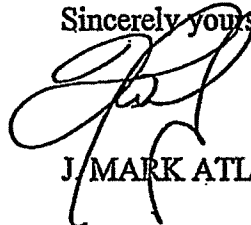
Please convey to the members of your board my gratitude at being able to continue as your tenant. We are proud of the work the district and we cooperated in to upgrade and renovate your building. I think we have added value to your asset and to the downtown area.

We look forward to continuing our landlord-tenant relationship.

Mort Geivett, Superintendent
November 12, 2015
Page 2

If you have any questions, please call me. As evidence of the extension, please sign and return a copy of this letter to me. Thank you.

Sincerely yours,




J. MARK ATLAS

JMA/st

cc: Jeromy Geiger, Chairman

I acknowledge the extension in the Lease between the Willows Unified School District and J. Mark Atlas, Attorney at Law, commencing May 12, 2016 through May 11, 2018. This extension includes a \$65.00 per month increase in the rent, to \$1,345.00 per month, commencing May 1, 2016.

DATED: NOVEMBER 12, 2015



MORT GEIVETT, Superintendent
Willows Unified School District



COLUSA-GLENN FARM CREDIT

January 30, 2018

SENT VIA EMAIL

Mort Geivett, Superintendent
Willows Unified School District
823 W. Laurel
Willows, CA 95998

Re: Office Building Lease

Dear Mr. Geivett:

Under the 2009 office lease between the district and us, we are exercising our right to give notice of extension of the Lease, for an additional two-year "Extension Term." The original lease commenced on May 12, 2009, and was most recently extended until May 11, 2018 so the extension will start on May 12, 2018, and continue through May 11, 2020. Under Article 4.01B, the rent will increase by \$65.00 per month, to \$1,410.00. We pay the rent on a calendar month basis so our payment on May 1, 2018 will be in that amount. We will not pro rate the increase to May 12, 2016.

Thank you for allowing us to be your tenant. We look forward to continuing our landlord-tenant relationship.

If you have any questions, please call me. As evidence of the extension, please sign and return a copy of this letter to me. Thank you.

Sincerely,

Robert Faris

I acknowledge the extension in the Lease between the Willows Unified School District and Farm Credit Services of Colusa-Glenn, FLCA commencing May 12, 2018 through May 11, 2020. This extension includes a \$65.00 per month increase in the rent, to \$1,410.00 per month, commencing May 1, 2018.

Dated: 1/31/18

Mort Geivett, Superintendent
Willows Unified School District