

## CONSENT TO SUBLETTING

**THE COLLECTION AT RIVERPARK  
2791 PARK VIEW COURT  
OXNARD, CALIFORNIA  
(YARDI SYSTEMS, INC. / COUNTY OF VENTURA)**

**THIS CONSENT TO SUBLETTING** (this “**Consent**”) is made as of February 5, 2024, by and among **SOCM I, LLC**, a Delaware limited liability company (“**Landlord**”), **YARDI SYSTEMS, INC.**, a California corporation (“**Tenant**”), and **COUNTY OF VENTURA** (“**Subtenant**”), with reference to the following facts:

### **RECITALS**

**A.** Landlord and Tenant entered into that certain Office Lease dated as of March 9, 2016 (the “**Original Lease**”), as amended by that certain First Amendment to Lease dated as of July 20, 2016, that certain Second Amendment to Lease dated as of September 26, 2018, and that certain Third Amendment to Lease dated as of April 6, 2020 (collectively, as amended, the “**Master Lease**”), relating to certain premises more particularly described in the Master Lease (the “**Premises**”).

**B.** Tenant and Subtenant have entered into that certain Sublease dated as of \_\_\_\_\_ **[\*DATE OF SUBLEASE TO BE CONFIRMED\*]** (the “**Sublease**”). By the terms of the Sublease, Tenant will sublease to Subtenant and Subtenant will sublease from Tenant a portion of the Premises consisting of approximately 13,414 square feet of space within the Building located at 2791 Park View Court, Oxnard, California 93036 (the “**Building**”), as more particularly described in the Sublease (the “**Sublease Premises**”).

**C.** Tenant has requested that Landlord consent to Tenant subletting the Sublease Premises to Subtenant pursuant to the Sublease. Landlord has agreed to consent to the subletting on the following terms and conditions.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing, and in consideration of the mutual agreements and covenants hereinafter set forth, Landlord, Tenant and Subtenant agree as follows:

**1. Definitions.** Unless otherwise defined in this Consent, all defined terms used in this Consent shall have the same meaning and definition given them in the Master Lease.

**2. Master Lease.**

**2.1** The Sublease is and shall be at all times subject and subordinate to all of the terms and conditions of the Master Lease and, notwithstanding anything to the contrary contained in the Sublease, Subtenant agrees to perform all of the covenants of Tenant contained in the Master Lease insofar as the same relate to the Sublease Premises, provided that Subtenant shall not be obligated to pay rent, operating expenses or other charges in excess of the amounts specified in the Sublease. In case of any conflict between the provisions of the Master Lease and the provisions of the Sublease, as between Tenant and Landlord, the provisions of the Master Lease shall prevail unaffected by the Sublease. Subtenant shall not violate any of the terms and conditions of the Master Lease to the extent applicable to the use and occupancy of the Sublease Premises, provided, however, notwithstanding anything to the contrary set forth in the Master Lease or the Sublease, it is expressly understood and agreed that the Sublease Premises shall not be open to the public or used in any respect as an office open to the general public, and shall be used solely for offices for Subtenant’s employees. Further, Subtenant’s employees shall at all times use the entrance located on Park View Court as the means of primary access the Sublease Premises. Any breach of the Master Lease by Tenant or any breach of the Sublease or Master Lease by Subtenant which results in a breach of the Master Lease shall entitle Landlord to all the rights and remedies provided in the Master Lease.

**2.2** Subtenant acknowledges and agrees that, except as provided below, the term of the Sublease shall automatically terminate upon the termination of the Master Lease for any reason whatsoever, including, without limitation, the termination of the Master Lease prior to the expiration of the term thereof pursuant to a written

agreement by and between Landlord and Tenant; provided, Subtenant agrees, at the option and upon written demand of Landlord, to attorn to Landlord for the remainder of the term of the Sublease, such attornment to be upon all of the terms and conditions of the Master Lease. The foregoing provisions shall be self-operative upon such written demand of Landlord, and no further instrument shall be required to give effect to said provisions. Upon demand of Landlord, however, Subtenant agrees to execute, from time to time, such documents as Landlord deems desirable to effect and acknowledge such attornment. Notwithstanding any provision to the contrary in the Sublease or in any other agreement, Subtenant acknowledges that it shall have no right and there shall not be vested in Subtenant any right to exercise rights of first refusal, options, or other similar preferential rights, if any, given to Tenant under the Master Lease.

**2.3** Tenant represents and warrants to Landlord that (a) attached to this Consent as Exhibit A (Master Lease) is a true and correct copy of the Master Lease, and there exist no amendments, modifications, or extensions of or to the Master Lease except as specified herein, and the Master Lease is now in full force and effect; and (b) to Tenant's actual knowledge, there exist no defenses or offsets to enforcement of the Master Lease by Landlord or Tenant. To Tenant's actual knowledge, (i) Landlord is not in default in the performance of the Master Lease, (ii) Landlord has not committed any breach thereof, and (iii) no event has occurred which, with the passage of time, or the giving of notice, or both, would constitute a default or breach by Landlord. Tenant confirms that it has not assigned or transferred its interest under this Lease or subleased any portion of the Premises except pursuant to the Sublease.

**2.4** Tenant and Subtenant represent and warrant to Landlord that (a) there are no additional payments of rent or consideration of any type payable by Subtenant to Tenant with regard to the Sublease Premises other than as disclosed in the Sublease, (b) a true, correct and complete copy of the Sublease is attached hereto as Exhibit B (Sublease), (c) no amendment to the Sublease shall be effective or enforceable between Tenant and Subtenant unless and until Landlord shall have consented to such amendment in writing, and (d) Landlord is not obligated to make any repairs or perform work of any kind with respect to the Sublease Premises or Subtenant's occupancy. Without limiting the generality of the foregoing, Tenant and Subtenant acknowledge that the Building has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance of with accessibility standards.

**2.5** Notwithstanding anything to the contrary in the Master Lease or the Sublease, any signage Subtenant wishes to install at the Building shall be subject to Landlord's prior written approval and shall be consistent with Landlord's signage program for the Building, as in effect from time to time. Subtenant's signage shall be located on Park View Court at a location approved by Landlord, and shall not be located on Collection Boulevard.

### **3. Consent of Landlord.**

**3.1** Landlord hereby consents to the subletting of the Sublease Premises to Subtenant pursuant to the terms of the Sublease and subject to the terms of this Consent. Landlord's consent as set forth herein shall not release or discharge Tenant of any of its obligations under the Master Lease or release, discharge or alter the primary liability of Tenant to pay rent and all other sums due under the Master Lease and to perform and comply with all other obligations of Tenant under the Master Lease.

**3.2** As between Landlord and Tenant the Sublease shall not alter, amend or otherwise modify any provisions of the Master Lease. Landlord shall have no obligations to any party in connection with the Sublease Premises other than those obligations set forth in the Master Lease. Notwithstanding anything to the contrary herein, Tenant and Subtenant hereby acknowledge and agree that Landlord is not a party to the Sublease and is not bound by the provisions thereof, including, without limitation, any modifications or amendments thereof, and Landlord has not, and will not, review or approve any of the provisions of the Sublease. Further, Tenant acknowledges that Landlord provides no assurance or representation regarding any form of Sublease (regardless of whether any such form or agreement may have been provided by Landlord), or any of the terms or provisions thereof. This Consent shall not be construed as a consent by Landlord to, or as permitting, any other or further subletting or assignment by Tenant or Subtenant. Landlord shall not be bound or estopped in any way by the provisions of the Sublease. Landlord shall not (i) be liable to Subtenant for any act, omission or breach of the Sublease by Tenant, (ii) be subject to any offsets or defenses which Subtenant might have against Tenant, (iii) be bound by any Monthly Basic Rent or additional rent which Subtenant might have paid in advance to Tenant, or (iv) be bound to honor any rights of Subtenant in any security deposit made with Tenant, except to the extent Tenant has delivered such security deposit to Landlord. Tenant hereby agrees that in the event of termination of the Master Lease, Tenant shall, upon the written demand of Landlord, immediately pay or transfer to Landlord any security deposit, rent or other sums then held by Tenant from Subtenant.

#### **4. Assignment of Rent.**

**4.1** Subject to the terms of Section 4.2 below, Tenant hereby absolutely and irrevocably assigns and transfers to Landlord Tenant's rights under the Sublease to all rentals and other sums due Tenant under the Sublease. Pursuant to the terms of Section 14.4 (Additional Conditions; Excess Rent) of the Original Lease, and in addition to all sums due under the Master Lease, Tenant agrees to pay to Landlord as additional rent an amount equal to fifty percent (50%) of the amount Tenant receives from Subtenant which is excess of the Monthly Basic Rent owed to Landlord pursuant to the terms of the Master Lease with respect to the Sublease Premises.

**4.2** Landlord agrees that until a default shall occur in the performance of Tenant's obligations under the Master Lease, Tenant shall have a license to receive, collect and enjoy the rentals and other sums due Tenant under the Sublease except as otherwise provided under the Master Lease. However, said license shall automatically terminate without notice to Tenant upon the occurrence of a default by Tenant in the performance of its obligations under the Master Lease and Landlord may thereafter, at its option, receive and collect, directly from Subtenant, all rentals and other sums due or to be due Tenant under the Sublease. Landlord shall not, by reason of the assignment of all rentals and other sums due Tenant under the Sublease nor by reason of the collection of said rentals or other sums from the Subtenant, (a) be bound by or become a party to the Sublease, (b) be deemed to have accepted the attornment of Subtenant, or (c) be deemed liable to Subtenant for any failure of Tenant to perform and comply with Tenant's obligations under the Sublease. Tenant hereby irrevocably authorizes and directs Subtenant, upon receipt by Subtenant of any written notice from Landlord stating that a default exists in the performance of Tenant's obligations under the Master Lease, to pay directly to Landlord the rents and other income due and to become due under the Sublease. Tenant agrees that Subtenant shall have the right to rely solely upon such notice from Landlord notwithstanding any conflicting demand by Tenant or any other party. Tenant hereby agrees to indemnify, defend and hold Subtenant harmless from any and all claims, losses, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, attorneys' fees and consultants' fees) (collectively, "**claims**") which Subtenant may incur in relying on any written notice from Landlord and/or paying rent and other sums due under the Sublease directly to Landlord in accordance with this Section 4.2. Without limiting the generality of the foregoing, the acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant or Subtenant of the Master Lease or Sublease other than the failure of Tenant or Subtenant, as the case may be, to pay the particular rental so accepted. Tenant and Subtenant each agree and acknowledge that the foregoing provides actual and sufficient knowledge to Tenant and Subtenant, respectively, pursuant to California Code of Civil Procedure Section 1161.1(c), that acceptance of a partial rent payment by Landlord does not constitute a waiver of any of Landlord's rights under said Section 1161.1(c), including any right Landlord may have to recover possession of the Sublease Premises.

**5. Indemnification.** Tenant and Subtenant each, collectively and individually, agree to indemnify and hold harmless Landlord and Landlord's members, agents, employees, partners, shareholders, directors, invitees, and independent contractors (collectively, "**Agents**") of Landlord, against and from any and all Claims arising from or related to the following: (a) Subtenant's use of the Sublease Premises or any activity done, permitted or suffered by Subtenant in, on or about the Sublease Premises, the Building, or the Project; (b) the Sublease and any act or omission by Subtenant or its Agents in connection with or related to the Sublease, the Sublease Premises, the Building, or the Project; (c) any Hazardous Materials used, stored, released, disposed, generated, or transported by Subtenant or its Agents in, on, or about the Sublease Premises, including without limitation, any Claims arising from or related to any Hazardous Materials investigations, monitoring, cleanup or other remedial action; and (d) any action or proceeding brought on account of any matter referred to in items (a), (b), and/or (c). In addition to the foregoing, the indemnification of Landlord by Tenant as set forth in Section 17 (Indemnification and Exculpation) of the Original Lease for any loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in, on or about the Premises, shall extend to Subtenant, and Tenant. If any action or proceeding is brought against Landlord by reason of any such Claims, upon notice from Landlord, Tenant and Subtenant each agree to defend the same at their own expense with counsel reasonably satisfactory to Landlord. The obligations of Tenant under this Section 5 (Indemnification) shall survive any termination of the Sublease or the Master Lease.

**6. Assignment and Sub-Subletting.** Subtenant shall not voluntarily or by operation of law, (a) mortgage, pledge, hypothecate or encumber the Sublease or any interest therein, or (b) assign or transfer the Sublease or any interest therein, sub-sublet the Sublease Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents and invitees or Subtenant excepted) to occupy or use the Sublease Premises, or any portion thereof, without first obtaining the written consent of Landlord.

## **7. Miscellaneous Provisions.**

**7.1 Tenant Defaults.** Landlord shall use reasonable efforts to notify Subtenant of any default by Tenant under the Master Lease of which Landlord has actual knowledge and which is not cured within any applicable notice and cure period provided in the Master Lease; provided, however, that the failure of Landlord to provide such notice shall not give rise to liability on the part of Landlord or otherwise alter or modify the rights and obligations of the parties hereunder. The giving of any such notice to Subtenant shall not vest in Subtenant any rights or remedies except as otherwise expressly set forth herein.

**7.2 Modification.** Tenant and Subtenant agree not to amend, modify, supplement, or otherwise change in any respect the Sublease except with the prior written consent of Landlord, which consent shall not be unreasonably withheld. This Consent shall not create in Subtenant, as a third party beneficiary or otherwise, any rights except as set forth in this Consent.

**7.3 Entire Agreement; Successors.** This Consent, together with the provisions of the Master Lease relating to subletting or assigning, contains the entire agreement between the parties hereto regarding the matters which are the subject of this Consent. In the event of a permitted assignment under the Master Lease by Landlord or Tenant of its interest in the Master Lease, then the assignee of either Landlord or Tenant, as appropriate, shall automatically be deemed to be the assignee of Landlord or Tenant under this Consent, and such assignee shall automatically assume the obligations of Landlord or Tenant under this Consent. No other assignments of this Consent shall be permitted, except with the written consent of all parties hereto. Any attempted assignment in violation of this section shall be void. The terms, covenants and conditions of this Consent shall apply to and bind the heirs, successors, the executors and administrators and permitted assigns of all the parties hereto. The parties acknowledge and agree that no rule or construction, to the effect that any ambiguities are to be resolved against the drafting party, shall be employed in the interpretation of this Consent. If any provision of this Consent is determined to be illegal or unenforceable, such determination shall not affect any other provisions of this Consent, and all such other provisions shall remain in full force and effect.

**7.4 Notices.** All notices, demands, statements, or communications (collectively, "**Notices**") given or required to be given by any other party to another shall be in writing, shall be sent by (i) United States certified or registered mail, postage prepaid, return receipt requested, or (ii) a reputable national overnight courier service with receipt therefor or (iii) delivered personally. Any Notice will be deemed given three (3) days after it is mailed or upon the date personal delivery is made. If Tenant or Subtenant are notified of the identity and address of Landlord's mortgagee or ground or underlying lessor (if applicable), Tenant and Subtenant agree to provide such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Consent by registered or certified mail, and such mortgagee or ground or underlying lessor (if applicable) shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy available to Tenant. All Notices shall be sent to the following addresses, or to such other place as each party may from time to time designate in a written notice to the other parties:

**LANDLORD:**

SOCM I, LLC  
c/o Shea Properties  
130 Vantis, Suite 200  
Aliso Viejo, CA 92656  
Attn: Senior Vice President, Asset Management  
Telephone: (949) 389-7000  
Facsimile: (949) 389-7350  
Email: [lillian.kuo@sheaproperties.com](mailto:lillian.kuo@sheaproperties.com)

with a copy to:

SOCM I, LLC  
c/o Shea Properties  
130 Vantis, Suite 200  
Aliso Viejo, CA 92656  
Attn: Property Manager  
Telephone: (949) 389-7000  
Facsimile: (949) 389-7350  
Email: [lillian.kuo@sheaproperties.com](mailto:lillian.kuo@sheaproperties.com)

**TENANT:**

YARDI SYSTEMS, INC.  
430 S Fairview Avenue  
Santa Barbara, CA 93117  
Attention: Legal Department  
Telephone: 805.699.2040 ext. 1769  
Facsimile: 805.699.2044  
Email: [Arnold.Brier@yardi.com](mailto:Arnold.Brier@yardi.com)

with a copy to:

YARDI SYSTEMS, INC.  
500 Colonial Center Parkway, Suite 200  
Roswell, GA 30076  
Attention: Donald Rogers, General Manager; Director of Operations  
Telephone: 770.729.0007 x6216  
Facsimile: 770.729.0065  
Email: [donald.rogers@yardi.com](mailto:donald.rogers@yardi.com)

**SUBTENANT:**

COUNTY OF VENTURA  
Public Works Agency  
Real Estate Services  
800 South Victoria Avenue  
Ventura, CA 93009-1600  
Attention: John Weal  
Phone: (805) 662-6796  
Email: [John.Weal@ventura.org](mailto:John.Weal@ventura.org)

Without limiting the generality of the notice requirements set forth in the Master Lease, Tenant hereby agrees to give Landlord immediate notice when any one or more of the following conditions arise: (1) the Sublease expires or is terminated; (2) the rent due pursuant to the Sublease is adjusted; (3) Subtenant renews or extends the term of the Sublease; or (4) Subtenant subleases additional space. In addition, notwithstanding anything in the Master Lease or this Consent to the contrary, Landlord's failure to give a notice of any breach or default under the Master Lease or this Consent to Tenant or Subtenant shall not be construed to release Tenant or Subtenant from any of the covenants, agreements, terms, provisions and conditions of the Master Lease or this Consent.

**7.5 Attorneys' Fees.** If either party hereto fails to perform any of its obligations under this Consent or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Consent, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Consent

shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Consent and to survive and not be merged into any such judgment.

**7.6 Counterparts; Electronic Signatures.** This Consent may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. The parties agree that the execution of this Consent by electronic means (including by use of DocuSign or similar means and/or by use of digital signatures) and/or the delivery of an executed copy of this Consent by e-mail shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Consent had been delivered. Signed copies of this Consent or of the signature pages hereto may also be exchanged by mail (either United States Postal Service or via reputable overnight carrier), e-mail in pdf or other printable format, and any such method shall be equally binding on the parties and shall have the same legal effect as delivery of an original executed copy of this Consent for all purposes, and in all circumstances, including, but not limited to, collection, admissibility, authentication, or any other legal purpose. Landlord acknowledges and agrees that Tenant and Subtenant may from time to time retain information and documents electronically (such as in optical, digital or other electronic storage and retrieval system) and destroy the original documents.

**7.7 Brokerage Commissions.** Tenant and Subtenant covenant and agree that under no circumstances shall Landlord be liable for any brokerage commission or other charge or expense in connection with the Sublease or this Consent and Tenant and Subtenant agree to protect, defend, indemnify and hold Landlord harmless from the same and from any cost or expense (including but not limited to attorneys' fees) incurred by Landlord in resisting any claim for any such brokerage commission.

**7.8 Recapture.** This Consent shall in no manner be construed as limiting Landlord's ability to exercise its rights to recapture any portion of the Premises, as set forth in the Master Lease, in the event of a proposed future sublease or assignment of such portion of the Premises.

**7.9 Choice of Law.** The terms and provisions of this Consent shall be construed in accordance with and governed by the laws of the State of California.

**7.10 Limitation on Liability.** Tenant and Subtenant agree that the liability of Landlord hereunder and any recourse by Tenant or Subtenant against Landlord shall be subject to the limitations on liability set forth in the Master Lease. In addition, neither Landlord, nor any of its constituent members, partners, subpartners, or agents, shall have any personal liability, and Tenant and Subtenant each hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant and/or Subtenant.

**7.11 Joint and Several.** Tenant and Subtenant shall be jointly and severally liable for all bills rendered by Landlord for charges incurred by or imposed upon Subtenant which arise during the term of the Sublease for services rendered and materials supplied to the Sublease Premises pursuant to the Master Lease, Sublease and/or this Consent.

**7.12 No Merger.** The voluntary or other surrender of the Master Lease by Tenant, or a mutual cancellation, termination or expiration thereof, shall not work as a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord in its sole discretion, operate as an assignment to Landlord of any or all such subleases or subtenancies.

**7.13 Conditions to Effectiveness.** Submission of this instrument for examination or signature by Tenant or Subtenant is not effective as a consent or otherwise and this Consent shall not be binding upon or effective against Landlord unless and until satisfaction of the following: (i) this Consent is signed by and delivered to all parties hereto, (ii) an executed original or duplicate original of the Sublease, complying in form and substance with the terms of the Master Lease and this Consent, has been delivered to Landlord, (iii) Landlord has received and reviewed financial statements in a form reasonably satisfactory to Landlord reflecting Subtenant's current financial condition and Landlord has approved the same, (iv) Subtenant has delivered evidence of insurance in compliance with Section 20 (Tenant's Insurance) of the Original Lease, subject to the terms of Section 8 (Insurance Provisions Applicable to the County of Ventura Only) of this Consent below, and (v) concurrently with Tenant's execution of this Consent, pursuant to Section 14.7 (Administrative and Attorneys' Fees) of the Original Lease, Tenant has paid to Landlord \$1,500.00 for Landlord's attorneys' and paralegal fees and costs incurred by Landlord in connection with Landlord's review and

processing of documents relating to the subletting of the Sublease Premises to Subtenant and the granting of Landlord's consent pursuant to this Consent.

**7.14 Authority.** Two (2) authorized officers must sign on behalf of the Tenant and Subtenant and this Consent must be executed by the president or vice-president and the secretary or assistant secretary of each entity, unless the bylaws or a resolution of the board of directors shall otherwise provide. In such case, the bylaws or a certified copy of the resolution of Tenant or Subtenant, as the case may be, must be furnished to Landlord.

**7.15 Waiver of Subrogation.** Landlord, by giving Landlord's consent to the Sublease, and Subtenant hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party. This provision is intended to waive fully, and for the benefit of the parties hereto, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by Subtenant pursuant to the Insurance Section of the Master Lease shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance. The provisions of this Section 7.15 (Waiver of Subrogation) shall not apply in those instances in which such waiver of subrogation would invalidate such insurance coverage or would cause either party's insurance coverage to be voided or otherwise uncollectible. Tenant and Subtenant expressly agrees that the terms of this Section 7.15 are applicable regardless of whether Subtenant self-insures as set forth in Section 8 (Insurance Provisions Applicable to the County of Ventura Only) below.

**7.16 Required Accessibility Disclosure.** Landlord hereby advises Tenant and Subtenant that the Project has not undergone an inspection by a certified access specialist, and except to the extent expressly set forth in the Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises or the Project in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

"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 lessor 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." [Cal. Civ. Code Section 1938(e)]

Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord's prior written consent.

**8. Insurance Provisions Applicable to the County of Ventura Only.** Notwithstanding anything in the Lease, the Sublease or this Consent to the contrary, the terms and conditions of the Sublease referencing Section 20 (Tenant's Insurance) and Section 22 (Waiver of Claims; Waiver of Subrogation) of the Original Lease as being "Excluded Provisions" and the addition into the Sublease of a "Liability Insurance" provision allowing Subtenant to self-insure shall be personal to the named Subtenant hereunder only and shall not be applicable or available to any other party other than the County of Ventura. Nothing contained herein shall be deemed to waive or release Tenant from any obligations under the Lease, including as set forth in Section 20 (Tenant's Insurance) and Section 22 (Waiver of Claims; Waiver of Subrogation) of the Original Lease. Prior to the effective date of the Sublease and this Consent, Subtenant shall deliver to Landlord an insurance coverage letter in a form reasonably acceptable to Landlord naming Landlord and such other parties as Landlord may reasonably request as additional insureds.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, Landlord, Tenant and Subtenant have executed this Consent as of the day and year first hereinabove written.

**LANDLORD:**

**SOCM I, LLC,**  
a Delaware limited liability company

By: SOCM I Holding, LLC,  
a Delaware limited liability company  
Its Sole Member

By: Shea Properties Management Company, Inc.,  
a Delaware corporation  
Its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

**YARDI SYSTEMS, INC.,**  
a California corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**SUBTENANT:**

**COUNTY OF VENTURA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_



**EXHIBIT A**

**MASTER LEASE**

[TO BE ATTACHED]

**EXHIBIT B**

**SUBLEASE**

[TO BE ATTACHED]