

HOLDING ESCROW AGREEMENT

This Holding Escrow Agreement (this “**Agreement**”) is made and entered into as of _____, 20__ (the “**Effective Date**”) by and among FIRST AMERICAN TRUST FSB (“**Escrow Agent**”), UNION PACIFIC RAILROAD COMPANY, successor by merger of Southern Pacific Transportation Company, a Delaware corporation (“**UPRR**,” or “**Party 1**”), CONTRA COSTA COUNTY, a political subdivision of the State of California and successor in interest to the Contra Costa County Redevelopment Agency (the “**County**,” or “**Party 2**”), and MARY LOU HELIX, TRUSTEE OF THE HELIX FAMILY TRUST UTA DATED DECEMBER 15, 1992, KAREN S. HOOK, TRUSTEE OF THE KAREN S. HOOK TRUST UTA DATED MARCH 18, 2009, DEBRA HOOK AND BLAKE PUCCELL, TRUSTEES OF THE BLAKE PUCCELL LIVING TRUST UAD JULY 2, 2018 (together, “**Party 3**”). Together, Party 1, Party 2, and Party 3 are the “**Hookston Parties**.”

RECITALS

A. Escrow Agent is in the business of rendering neutral escrow services to third parties involving the holding of funds and their disbursement in accordance with the directives of the parties.

B. The Hookston Parties are parties to a settlement agreement that was entered into in 1997 to resolve a civil suit involving allegations of contamination of the soil, subsoil, surface water and groundwater on and emanating from an approximately 8-acre site located at the intersection of Hookston Road and Bancroft Road in Pleasant Hill, California (the “**Hookston Site**”) (the “**Settlement Agreement**”). The terms of the Settlement Agreement are incorporated into this Agreement by reference.

C. The Hookston Site is currently regulated under Regional Water Quality Control Board Order No. R2-2023-0015, *Amendment of Site Cleanup Requirements Order No. R2-2007 - 0009*, adopted September 29, 2023 (the “**Order**”).

D. In accordance with the Settlement Agreement, the Hookston Parties are required to share all costs associated with the remediation of the Hookston Site (the “**Remediation Costs**”) in accordance with the terms of the Order.

E. The Hookston Parties share all the Remediation Costs based on the Percentage Allocation. The “**Percentage Allocation**” means (i) with respect to UPRR, 50% of Remediation Costs, (ii) with respect to the County, 25% of Remediation Costs, and (ii) with respect to Party 3, 25% of Remediation Costs.

F. In support of the Hookston Parties’ obligations under the Settlement Agreement and the Order, the Hookston Parties desire to enter into this Agreement with Escrow Agent for the performance of the duties of Escrow Agent, as set forth in this Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Escrow Agent, the Hookston Parties agree as follows:

ARTICLE I CREATION AND ADMINISTRATION

1.1 Appointment of Escrow Agent and Establishment of the Escrow. Subject to the terms and provisions of this Agreement: (a) the Hookston Parties hereby mutually agree to the establishment of an escrow with and appoint and designate Escrow Agent to act as the escrow holder involving Escrow Agent's performance of the duties and acts set forth with respect to the Escrow Fund, as the term is defined in Section 1.2 (the "**Escrow**"); and (b) Escrow Agent hereby accepts such appointment and designation and agrees to the establishment of the Escrow.

1.2 Deposit and Disposition of the Escrow Fund. Concurrent with the Effective Date, (i) Party 1 has deposited with Escrow Agent, and Escrow Agent acknowledges receipt of _____ Dollars (\$_____) ("**Subaccount 1**"), (ii) Party 2 has deposited with Escrow Agent, and Escrow Agent acknowledges receipt of _____ Dollars (\$_____) ("**Subaccount 2**"), and (iii) Party 3 has deposited with Escrow Agent, and Escrow Agent acknowledges receipt of _____ Dollars (\$_____) ("**Subaccount 3**"), (each subaccount, a "**Subaccount**" and, together, the Subaccounts are the "**Escrow Fund**"). The Escrow Fund and any other securities, cash or other property delivered to or held by Escrow Agent, pursuant to and subject to the terms of this Agreement, shall also constitute the "**Escrow Fund**." Escrow Agent shall hold each Subaccount and the Escrow Fund in the Escrow. Escrow Agent shall not be required to disburse the Escrow Fund from the Escrow, unless and until Escrow Agent receives mutual written instructions signed by Party 1, Party 2, and Party 3 directing the manner in which Escrow Agent is to disburse the Escrow Fund, in the form attached as Exhibit A to this Agreement ("**Disbursement Instruction**"). The Hookston Parties agree Escrow Agent shall have the right, but not the obligation, to confirm the Disbursement Instruction with an authorized representative of Party 1, Party 2, and Party 3, which is a commercially reasonable security procedure. Escrow Agent may disburse the Escrow Fund, either by wire transfer or certified or bank check, at the sole discretion of Escrow Agent. Notwithstanding the foregoing or any term or provision of this Agreement to the contrary, Escrow Agent shall have the right to disburse the Escrow Fund, without the requirement for any of the Hookston Parties to execute a Disbursement Instruction, if this Agreement sets forth instructions to Escrow Agent as to the manner in which Escrow Agent is to disburse the Escrow Fund.

1.3 Investment of the Escrow Fund. To the extent the Escrow Fund is in the form of cash, Escrow Agent shall invest the Escrow Fund as directed in writing by the Hookston Parties, or, absent such written instructions, Escrow Agent or its nominee shall invest such assets only in one or more of the following: (a) direct, short-term obligations of the United States Government or its instrumentalities; (b) mutual funds which invest all or substantially all of their assets in direct, short-term obligations of the United States government (including those offered by Escrow Agent); (c) variable rate certificates of deposit (including those of Escrow Agent); (d) short-term investments in money market accounts of one or more United States banks (which may include Escrow Agent) having total assets in excess of \$100,000,000, in each case having maturities of not more than ninety (90) days; or (e) municipal or corporate bonds having a credit rating of A (Moody's or S&P) or better.

ARTICLE 2 ESCROW AGENT

2.1 Rights and Obligations of Escrow Agent.

(a) Escrow Agent shall be compensated for its services pursuant to this Agreement in accordance with the Schedule of Fees attached hereto as Exhibit B, together with reimbursement of its reasonable out-of-pocket expenses, including the fees and costs of attorneys or consultants as Escrow Agent may determine to be reasonably required to perform its duties hereunder (“**Escrow Agent Compensation**”). Unless otherwise agreed to in writing by Escrow Agent, the Hookston Parties agree Escrow Agent shall have the right and authorization to withdraw from the Escrow Fund, when due, the Escrow Agent Compensation. In the event at the time of disbursement the Escrow Fund is deficient as a result of the withdrawal by Escrow Agent of the Escrow Agent Compensation from the Escrow Fund, the Hookston Parties shall be solely responsible for determining the manner in which any deficiency in the Escrow Fund is to be replenished prior to the disbursement of the Escrow Fund. Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers pursuant to this Agreement. Escrow Agent shall not be required to take any action which, in Escrow Agent’s sole and absolute judgment, could involve Escrow Agent incurring any expense or liability.

(b) Escrow Agent shall be held to the exercise of reasonable care in carrying out its obligations pursuant to this Agreement. Party 1 and Party 2 agree Escrow Agent shall not be liable to the Hookston Parties for any loss, damage, cost, expense (including attorneys’ fees and disbursements), liability or claim, which does not arise from Escrow Agent’s gross negligence or willful misconduct. In no event shall Escrow Agent be liable for special or consequential damages or be liable in any manner whatsoever for any action taken or omitted upon mutual written instructions from the Hookston Parties, or in accordance with the terms and provisions of this Agreement.

(c) Unless arising from the gross negligence or willful misconduct of Escrow Agent, Party 1 and Party 2 jointly and severally agree to indemnify, defend and hold harmless Escrow Agent from and against all losses, damages, costs, charges, payments, liabilities and expenses, including the costs of litigation, investigation and reasonable attorney’s fees and costs incurred by Escrow Agent, and arising directly or indirectly out of the performance of the duties of Escrow Agent pursuant to this Agreement. Escrow Agent shall not be liable for any act performed or act omitted to be performed in the absence of the gross negligence or willful misconduct of Escrow Agent. The terms and provisions of this Section 2.1(c) shall survive the termination of this Agreement.

(d) The Hookston Parties agree Escrow Agent does not assume any responsibility for the failure of any of the Hookston Parties to discharge or perform any duty or obligation set forth in this Agreement, nor shall Escrow Agent be responsible for the collection of any monies provided to be paid to any of the Hookston Parties, nor, except as expressly set forth in this Agreement, shall Escrow Agent have any discretion with respect to the disposition or investment of the Escrow Fund. The Hookston Parties acknowledge the sole duty and obligation

of Escrow Agent are expressly set forth in this Agreement and Escrow Agent shall have no other duties or obligations whatsoever. Escrow Agent shall have no implied duty or obligation pursuant to this Agreement. Escrow Agent shall have the right to consult with legal counsel of its choosing with respect to the terms and provisions of this Agreement and the duties and obligations of Escrow Agent. Escrow Agent shall have the right to rely upon the advice of legal counsel involving any duty or obligation of Escrow Agent pursuant to this Agreement. The Hookston Parties agree Escrow Holder shall not be liable for any action taken or act performed by Escrow Agent in accordance with the advice of legal counsel.

(e) Escrow Agent may rely absolutely upon the genuineness and authorization of the signature and/or purported signature of each of the Hookston Parties upon any instruction, notice, release, receipt or other document delivered to it pursuant to and in compliance with this Agreement.

2.2 Resignation of Escrow Agent. Escrow Agent may resign at any time upon giving sixty (60) days prior written notice to the Hookston Parties. If Escrow Agent resigns, the Hookston Parties agree that they shall jointly appoint a successor escrow agent within sixty (60) days from receipt of Escrow Agent's resignation notice. Escrow Agent agrees upon receiving a fully executed Disbursement Instruction, Escrow Agent shall turn over and deliver to the successor escrow agent the Escrow Fund and render an accounting in accordance with Section 2.7.

2.3 Removal of Escrow Agent. The Hookston Parties shall have the right to remove Escrow Agent by delivering written notice to Escrow Agent signed by the Hookston Parties. Any notice pursuant to this Section 2.3 shall: (a) specify the effective date of Escrow Agent's removal; (b) specify the manner in which the Escrow Fund is to be disbursed by Escrow Agent as of the effective date of Escrow Agent's removal; and (c) inform Escrow Agent of the identity of any successor escrow agent appointed by the Hookston Parties. Upon the effective date of the removal of Escrow Agent, Escrow Agent shall turn over, deliver or disburse the Escrow Fund in the manner directed in the removal notice and render an accounting as required by Section 2.7.

2.4 Conflicts. In the event Escrow Agent shall be uncertain as to its duties or rights pursuant to this Agreement or if Escrow Agent shall receive instructions, claims or demands from the Hookston Parties that, in Escrow Agent's opinion, conflicts with any of the provisions of this Escrow Agreement, Escrow Agent shall be entitled to refrain from taking any action and its sole obligations shall be to preserve the Escrow Fund, until Escrow Agent shall receive a Disbursement Instruction or a final order or judgment of a court of competent jurisdiction.

2.5 Right of Interpleader. Should any controversy arise involving one or more of the Hookston Parties or any other person, firm or entity with respect to this Agreement or the Escrow Fund, or should a substitute escrow agent fail to be designated as provided in Section 2.2, or if Escrow Agent should be in doubt as to what action to take pursuant to this Agreement, Escrow Agent shall have the right, but not the obligation, to file a petition for interpleader in any federal or state court of competent jurisdiction, as provided in and subject to Section 4.1. If a petition for interpleader is filed, or if Escrow Agent is threatened with litigation or becomes involved in litigation in any manner whatsoever in connection with this Agreement or the Escrow Fund, the

Hookston Parties jointly and severally agree to reimburse Escrow Agent for its reasonable attorneys' fees and any and all other expenses, losses, costs and damages reasonably incurred by Escrow Agent in connection with or resulting from any threatened or actual litigation prior to any disbursement of the Escrow Fund, except as such fees, expenses, losses, costs and damages result from the willful misconduct or gross negligence of Escrow Agent. If any of the Hookston Parties fail to reimburse Escrow Agent in the manner provided in the preceding sentence, each of the Hookston Parties authorize Escrow Agent to deduct the defaulting Hookston Party's prorata share of all costs and expenses reasonably incurred by Escrow Agent pursuant to this Section 2.5 from the defaulting Hookston Party's Subaccount.

2.6 Successor Escrow Agent. Upon delivery by Escrow Agent of the Escrow Funds to any successor escrow agent appointed by the Hookston Parties: (a) Escrow Agent shall be immediately released and discharged from any and all duties and obligations pursuant to this Agreement; and (b) the successor escrow agent shall thereupon be bound by all of the terms and provisions of this Agreement and the term "**Escrow Agent**" as used herein shall be deemed to refer to the successor escrow agent.

2.7 Accounting. Concurrent with the resignation or removal of Escrow Agent or upon the disbursement of the Escrow Fund in the manner directed in a Disbursement Instruction, Escrow Agent shall provide the Hookston Parties with an itemization, summary or accounting of all distributions made from the Escrow Fund pursuant to the terms of this Agreement or a Disbursement Instruction.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS OF PARTY 1 AND PARTY 2

3.1 Identifying Information. To assist the government in detecting the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may request financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Hookston Parties acknowledge any identifying information requested by Escrow Agent pertains to Escrow Agent's compliance with the USA Patriot Act, Pub.L.107-56 (the "**Act**"), and agrees to provide in a timely manner any additional information reasonably requested by Escrow Agent in connection with the Act or any other governmental rule, law, legislation or regulation to which Escrow Agent or the Escrow is subject.

3.2 Tax Matters. For tax purposes, including, without limitation, federal income tax reporting purposes, Escrow Agent, the Hookston Parties agree to treat each of the Hookston Parties as the beneficial owner of their respective Subaccount. Escrow Agent shall be responsible for preparation, filing and distribution of all IRS 1099 Forms with respect to the each Subaccount. Each of the Hookston Parties agree to provide Escrow Agent with all required information necessary to enable Escrow Agent to comply with the reporting and backup

withholding obligations of the Internal Revenue Code of 1986, as amended. Each of the Hookston Parties shall provide Escrow Agent concurrent with the opening of the Escrow with a W-9 federal taxpayer form for taxpayer identification number.

3.3 OFAC Certification. None of the Hookston Parties or their affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental statutes, regulations, orders or directives.

3.4 Compliance with the Act. The Hookston Parties are in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the OFAC and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and any other rules, regulations, legislation, or orders are collectively called the "**Orders**"). None of the Hookston Parties nor any beneficial owner of any of the Hookston Parties: (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**"); (b) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders. The Hookston Parties covenant and agree, if any of the Hookston Parties obtains knowledge that the beneficial owners of any of the other Hookston Parties becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the Hookston Party obtaining such knowledge shall immediately notify Escrow Agent in writing. In such event, Escrow Agent shall have the right to terminate this Agreement, without penalty or liability to the Hookston Parties, upon delivery of written notice to the Hookston Parties.

ARTICLE IV GENERAL

4.1 Governing Law. This Agreement shall be construed under and governed by the laws of the State of California excluding conflicts of laws principles except to the extent that such principles direct the application of California law, and shall inure to the benefit of and be binding upon the successors, assigns, heirs and personal representatives of the parties hereto. The Hookston Parties agree to: (a) the exclusive jurisdiction of the courts of the State of California located in Contra Costa County and the U.S. District Court for the Northern District of California (and the appellate courts with jurisdiction over appeals from such courts) for the

resolution of all disputes arising out of this Agreement; and (b) waive any objection to the laying of venue therein or any objection to such forum based on the doctrine of forum non conveniens or any similar doctrine.

4.2 Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement will be in writing and will be deemed to have been duly given: (a) on the date of delivery if personally delivered by hand; (b) upon the third day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested; or (c) upon the date scheduled for delivery after such notice is sent by a nationally recognized overnight express courier. Such notices shall be sent to the parties at the addresses set forth below:

Escrow Agent:	First American Trust, FSB Fiduciary Business Services 5 First American Way, 4 th Flr MS#3 Santa Ana, California 92707 Attn: Robert Blackwell, Vice President Phone: 714-250-8240 Email: rblackwell@firstam.com
Party 1:	Union Pacific Railroad Company _____ _____ _____ Phone: _____ Email: _____
Party 2:	Contra Costa County Department of Conservation and Development 30 Muir Road Martinez, California 94520-5727 Attn: Deputy Director Phone: (925) 655-2919 Email: ryan.hernandez@dcd.cccounty.us
Party 3:	Mary Lou Helix, Trustee of the Helix Family Trust c/o Mullin Law Firm 1355 Willow Way, Suite 110 Concord, California 94520 Phone: (925) 798-3413 Email: ron@mullinlaw.com and evelyn@mullinlaw.com
With a copy to:	Karen S. Hook, Trustee of the Karen S. Hook Trust 1845 N. Meadowfield Avenue Kuna, Idaho 83634

Phone:
Email: khook4@gmail.com

And: Debra Hook and Blake Pucell, Trustees of the Blake
Pucell Living Trust
c/o Turner, Huguet, Adams and Farr
838 Escobar Street
Martinez, California 94553
Attn: Dan Adams
Phone: (925) 228-3433
Email: dadams@thalaw.com

4.3 Invalidity. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement shall be determined to be invalid or prohibited pursuant to applicable law, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

4.4 Entire Agreement. This Agreement constitutes and is intended to constitute the entire agreement of Escrow Agent and the Hookston Parties concerning the subject matter of this Agreement. All prior discussions and negotiations with respect to the subject matter of this Agreement are superseded by and/or merged into this Agreement.

4.5 Authority to Execute this Agreement. Each individual or entity executing this Agreement on behalf of a party represents and warrants that he, she or it has the capacity set forth on the signature page to this Agreement and has full power and authority to enter into and bind the party on whose behalf he, she or it is executing this Agreement. Each of the Hookston Parties has read and understands this Agreement.

4.6 Incorporation of Recitals. The above Recitals are incorporated into this Agreement by this reference.

4.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Escrow Agent, the Hookston Parties and their respective successors, heirs, executors, administrators, trustees and assigns. Notwithstanding the foregoing, none of the Hookston Parties shall have the right to assign this Agreement without the prior written consent of Escrow Agent, which consent may be granted or withheld in the sole and absolute discretion of Escrow Agent.

4.8 Integration. This Agreement constitutes a single integrated written agreement. There are no representations, covenants, agreements or understandings among Escrow Agent and the Hookston Parties that are not set forth herein. No alteration, change or modification of or to this Agreement shall be effective unless it is in writing and signed by Escrow Agent and each of the Hookston Parties.

4.9 Counterparts; Electronic Execution. This Agreement may be executed in counterparts, all of which shall constitute the same agreement, notwithstanding that all parties to this Agreement are not signatories to the same original counterpart. Delivery of an executed counterpart of this Agreement by email shall be equally as effective as delivery of an original executed counterpart. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, Escrow Agent and each of the Hookston Parties have caused their duly authorized representatives to execute and deliver this Agreement to be effective as of the Effective Date.

Escrow Agent

FIRST AMERICAN TRUST FSB

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURES OF THE HOOKSTON PARTIES ON THE NEXT PAGE]

[SIGNATURES OF THE HOOKSTON PARTIES TO THE HOLDING ESCROW
AGREEMENT]

Party 1

UNION PACIFIC RAILROAD COMPANY

By: _____
Name, Title

Party 3

HELIX FAMILY TRUST UTA DATED
DECEMBER 15, 1992

By: _____
Mary Lou Helix, Trustee

Party 2

CONTRA COSTA COUNTY

By: _____
John Kopchik, Director
Department of Conservation and
Development

KAREN S. HOOK TRUST UTA DATED
MARCH 18, 2009

By: _____
Karen S. Hook, Trustee

BLAKE PUCCELL LIVING TRUST UAD
JULY 2, 2018

By: _____
Debra Hook, Trustee

By: _____
Blake Pucell, Trustee

EXHIBIT A

FORM OF DISBURSEMENT INSTRUCTION

[TO BE ATTACHED]

EXHIBIT B

SCHEDULE OF FEES

[TO BE ATTACHED]