

LEASE AGREEMENT

by and between

CITY OF ALAMEDA,
a charter city and municipal corporation
as LANDLORD

and

KAI CONCEPTS, LLC.,
a California limited liability company
as TENANT

TABLE OF CONTENTS

	<u>PAGE</u>
1. PREMISES.....	1
1.1 Premises	1
1.2 Land and Parking	1
1.3 Common Areas	2
1.4 Possession	2
1.8 Landlord's Reserved Rights.....	3
2. TERM.....	4
2.1 Term.....	4
2.2 <i>Option to Renew.....</i>	<i>Error! Bookmark not defined.</i>
3. RENT.....	5
3.1 Base Rent	5
3.2 Additional Rent.....	5
3.3 Late Charge.....	5
3.4 Interest.....	5
4. OPERATING EXPENSES AND TAXES.....	5
4.1 Definitions.....	5
4.2 Determination and Payment of Operating Expenses and Taxes	7
5. USE; COMPLIANCE WITH LAWS AND RESTRICTIONS.....	8
5.1 Use	8
5.3 Compliance with Laws	9
5.4 Compliance with Restrictions	9
5.5 Use Permit.....	10
6. SECURITY DEPOSIT.....	10
7. UTILITIES.....	10
7.1 Payments for Utilities and Services	10
7.4 No Liability of Landlord.....	11
8. TAXES FOR WHICH TENANT IS DIRECTLY RESPONSIBLE.....	12
8.1 Tenant's Tax Obligation	12

TABLE OF CONTENTS

	<u>PAGE</u>
8.2 Notice of Possessory Interest Taxes	12
8.3 Payment.....	12
9. ALTERATIONS.....	12
9.1 Landlord Consent Required	12
9.2 Alterations.....	13
9.3 Excavations	14
9.4 Liens.....	14
10. MAINTENANCE AND REPAIR OF PREMISES.....	15
10.1 Maintenance and Repair by Tenant	15
10.2 Maintenance and Repair by Landlord.....	15
11. ENVIRONMENTAL PROTECTION PROVISIONS.	16
11.1 Hazardous Materials	16
11.2 Reportable Uses Required Consent	17
11.3 Remediation Obligations	18
11.4 Environmental Permits.....	18
11.5 Landlord's Inspection Right	19
11.6 Hazardous Materials Handling Plan	19
11.7 Hazardous Materials Indemnity	20
12. ASSIGNMENT AND SUBLETTING.	20
12.1 Landlord Consent Required	20
12.2 Landlord Recapture.....	20
12.3 Consent	20
12.4 Transfer Premium	21
12.6 No Release	22
12.7 Expenses and Attorneys' Fees	22
12.8 Limitations on Transfer Reasonable	22
13. INDEMNITY AND WAIVER OF CLAIMS.	23
13.1 Tenant Indemnification	23
13.2 Waiver and Release of Claims.....	23
Initials by Tenant: _____	24

TABLE OF CONTENTS

	<u>PAGE</u>
13.3 Survival; No Impairment	24
14. INSURANCE.	24
14.1 Tenant's Insurance	24
14.2 Requirements For All Policies	25
14.3 Certificates of Insurance	25
14.4 Landlord's Insurance	26
15. DAMAGE OR DESTRUCTION.	26
15.1 Definitions.....	26
15.2 Partial Damage - Insured Loss.....	27
15.3 Partial Damage - Uninsured Loss	27
15.4 Total Destruction	27
15.5 Damage Near End of Term	28
15.6 Abatement of Rent	28
16. CONDEMNATION.	28
17. DEFAULT.....	29
17.1 Events of Default	29
17.2 Remedies.....	30
17.3 No Waiver.....	31
17.4 Waiver of Redemption, Reinstatement, or Restoration	31
17.5 Remedies Cumulative	31
17.6 Landlord's Right to Perform Tenant's Obligations	31
17.8 Severability	32
18. LIMITATION OF LIABILITY.....	32
19. SURRENDER OF PREMISES.....	33
20. HOLDING OVER	33
21. MORTGAGES.....	34
21.1 Subordination to Mortgages.....	34
21.2 Mortgage Protection.....	34
22. TENANT'S ESTOPPEL CERTIFICATE.	34
23. RELOCATION.	35

TABLE OF CONTENTS

	<u>PAGE</u>
24. NOTICE	35
25. LABOR PROVISIONS	35
25.1 Equal Opportunity.....	35
25.2 Convict Labor	36
25.3 Prevailing Wages and Related Requirements	36
26. MISCELLANEOUS.....	37
26.1 Governing Law	37
26.3 Severability	38
26.4 No Recovery of Attorney's Fees or Costs	38
26.5 Force Majeure	38
26.6 Right to Lease, Sell.....	38
26.7 Signs.....	38
26.8 Brokers	39
26.9 Access by Landlord.....	39
26.10 Waiver of Right to Jury Trial.....	39
26.11 Recordation	40
26.14 Quiet Possession	40
26.15 Asbestos Notification for Commercial Property Constructed Before 1979	40
26.16 Lead Warning Statement.....	40
26.17 OFAC Certification.....	41
26.18 Certified Access Specialist Disclosure	41
26.19 Time of the Essence.....	41
26.20 Entire Agreement	41
26.21 Rules and Regulations.....	42
26.22 Financial Statement.....	42
26.23 Relocation Benefits	42
26.24 Alameda NAS Historic District	42
26.25 Subdivision and Development of Property	42
26.26 Environmental and Planning Documents.....	43
26.37 Counterparts	44

TABLE OF CONTENTS

	<u>PAGE</u>
[SIGNATURES APPEAR ON NEXT PAGE].....	45
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]	45

INDEX OF EXHIBITS

Exhibit

- A PREMISES
- A-1 LAND
- A-2 PARKING AREA
- A-3 COMMON AREAS
- B COMMENCEMENT LETTER
- C INTENTIONALLY OMITTED
- D ACKNOWLEDGMENT OF RECEIPT
- E ENVIRONMENTAL QUESTIONNAIRE
- F RULES AND REGULATIONS

BASIC LEASE INFORMATION

Lease Date: *Dated as of _____, 2025 for reference purposes only.*

Landlord:

City of Alameda,
a charter city and municipal corporation

Landlord's Address:

City of Alameda
Alameda City Hall
2263 Santa Clara Ave
Alameda, CA 94501
Tel: (510) 748-4509
Attn: City Manager

Notice Copy to:

Lincoln Property Company (LPC West, LP),
as Agent for City of Alameda
950 W. Mall Square Suite, Suite 239
Alameda, CA 94501
Tel: (510) 749-0304

Tenant:

Kai Concepts, LLC, a California Limited Liability Corporation

Tenant's Address:

1651 Viking Street, #3
Alameda, CA 94501

Premises:

(Section)

Those certain premises located at 1651 Viking Street (Building 168), Suite 300, consisting of approximately 28,636 rentable square feet, as depicted on **Exhibit A**.

Rentable Area of Premises:

(Section)

Approximately 28,636 rentable square feet.

Building:

(Section)

168

Term:

(Section)

Sixty (60) months

<i>Estimated Commencement Date:</i> (Section)	TBD												
<i>Estimated Expiration Date:</i> (Section)	TBD												
<i>Early Termination Option:</i> (Section)	<i>Landlord has an early termination right as set forth in Section 2.2.</i>												
<i>Base Rent:</i> (Section)	<table border="1"> <thead> <tr> <th><i>Months</i></th> <th><i>Base Rent</i></th> </tr> </thead> <tbody> <tr> <td>1 - 12</td><td>\$23,000/month</td></tr> <tr> <td>13 - 24</td><td>\$23,690/month</td></tr> <tr> <td>25 - 36</td><td>\$24,401/month</td></tr> <tr> <td>37 - 48</td><td>\$25,133/month</td></tr> <tr> <td>49 - 60</td><td>\$25,887/month</td></tr> </tbody> </table>	<i>Months</i>	<i>Base Rent</i>	1 - 12	\$23,000/month	13 - 24	\$23,690/month	25 - 36	\$24,401/month	37 - 48	\$25,133/month	49 - 60	\$25,887/month
<i>Months</i>	<i>Base Rent</i>												
1 - 12	\$23,000/month												
13 - 24	\$23,690/month												
25 - 36	\$24,401/month												
37 - 48	\$25,133/month												
49 - 60	\$25,887/month												
<i>Payment of Operating Expenses, Taxes and Utilities:</i> (Sections)	Tenant shall pay Tenant's Share of the Operating Expenses and Taxes, and all charges for Utilities and other taxes for which Tenant is directly responsible.												
<i>Tenant's Share:</i> (Section)	33%												
<i>Security Deposit:</i> (Section)	Landlord shall retain the existing \$44,728.00 security deposit that Tenant deposited with City in support of its prior lease of the Premises												
<i>Permitted Use:</i> (Section)	Research and development related to kite powered craft which involves design, build, and testing.												

<i>Parking:</i> <i>(Section)</i>	Tenant shall have the right, on a non-exclusive basis in common with other tenants, to have its employees and visitors park in the paved areas adjacent to the Buildings as identified as the Parking Areas on Exhibit A-2 attached hereto, as further set forth in Section 2.2 below.
<i>Brokers:</i> <i>(Section)</i>	Cushman & Wakefield (Landlord Broker)
<i>Surplus Land Act Compliance:</i> <i>(Section)</i>	The City has reviewed the terms of the Lease for the Premises in accordance with the terms, provisions and requirements of the California Surplus Land Act (California Government Code Sections 54220-54233) (the “SLA”). The Lease does not constitute a disposition of the Premises for purposes of the SLA pursuant to Government Code Section 54221(d)(2)(A) because the term of the Lease is for a period of less than 15 years, and/or 54221(d)(2)(B) because no construction or demolition would occur on the Premises under the Lease. Therefore, this Lease is not subject to the SLA.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the _____ day of _____, 2025, by and between CITY OF ALAMEDA, a charter city and municipal corporation (“**Landlord**”) and KAI CONCEPTS, LLC, a California limited liability corporation (“**Tenant**”). The Basic Lease Information and the exhibits attached hereto shall be construed together with this Lease Agreement as a single instrument collectively referred to as the “**Lease**”. To the extent of any conflict between the Basic Lease Information and the provisions of the Lease Agreement, the provisions of this Lease Agreement shall prevail.

1. PREMISES.

1.1 Premises. Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions set forth in this Lease, those Premises specified in the Basic Lease Information, including the improvements thereon. The Premises are located within a portion of the former Naval Air Station Alameda commonly referred to as Alameda Point (the “**Property**”). The Premises have the address and contain the square footage specified in the Basic Lease Information; provided, however, that any statement of square footage set forth in this Lease is an approximation which Landlord and Tenant agree is reasonable, and no economic terms of this Lease based on square footage shall be subject to revision regardless of whether the actual square footage is more or less.

1.2 Land and Parking. Provided that Tenant is not in Default under the terms and conditions of this Lease, in addition to the Premises, Landlord grants to Tenant a license to use the land area appurtenant to the Premises as generally depicted on **Exhibit A-1**(the “**Land**”) for the purpose of research and development related to kite powered craft which involves design, build, and testing.. Landlord further grants Tenant a license for Tenant and its employees, agents, suppliers, customers and patrons the right to use those portions of the Land designated on **Exhibit A-2** for parking purposes (the “**Parking Area**”). The Land and the Parking Area shall be subject to the following terms and conditions, as applicable:

(a) Tenant may also use the Parking Area for the temporary loading and unloading of trucks shipping items to and from the Premises.

(b) Landlord shall not be required to enforce Tenant’s rights to use any parking spaces on the Parking Area. Landlord reserves the right, from time to time, to stripe, restripe or otherwise designate those areas of the Land (exclusive of the Parking Area) which may be used for parking purposes.

(c) Under no circumstances may the Land or Parking Area be utilized for the storage (beyond 72 hours), repair or maintenance of any vehicles.

(d) Should Tenant or its agents, employees or invitees use the Land or Parking Area or any portion thereof in violation of this Lease, Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to tow away any vehicle involved and charge the cost of towing and storage to Tenant, which cost shall be immediately payable upon demand by Landlord as Additional Rent.

Lease Agreement
City of Alameda – Kai Concepts, LLC.

(e) Neither Landlord nor any Landlord Related Parties (as defined herein) shall be liable for: (i) loss or damage to any vehicle or other personal property parked or located upon or within the Land or Parking Area, whether pursuant to this license or otherwise and whether caused by fire, theft, explosions, strikes, riots, or any other cause whatsoever; or (ii) injury to or death of any person in, about or around any parking spaces or any portion of the Land or Parking Area or any vehicles parked thereon whether caused by fire, theft, assault, explosion, riot or any other cause whatsoever and Tenant hereby waives any claims for, or in respect to, the above.

(f) Tenant shall not assign any of its rights under this Section 1.2 except in connection with an assignment of Tenant's interests in the Lease or a sublease in accordance with Section 12 below; in the event an attempt to assign is made, it shall be void.

(g) Landlord shall have no maintenance obligations for the Land or Parking Area, and all provisions of this Lease concerning Tenant's rights and obligations governing its use and occupancy of the Premises that are not inconsistent with this Section 1.2 shall be applicable to the Land and Parking Area.

(h) In addition to the foregoing, if Tenant desires storage rights or other such uses of the Land, Tenant shall provide a narrative written description and plans showing such uses for Landlord's review and approval. If Tenant obtains Landlord's approval for outside storage or other uses, the same shall be properly screened.

1.3 Common Areas. In addition to the Premises, and subject to the rules and regulations attached hereto as **Exhibit F**, Tenant shall have the non-exclusive right, in common with all other parties occupying the Building, to use the areas designated by Landlord as depicted in **Exhibit A-3** (the "**Common Areas**"). The use of the Common Areas shall be for the non-exclusive use of Tenant and Tenant's employees, agents, suppliers, customers and patrons, in common with Landlord and all other tenants of the Building and such other persons to whom Landlord has previously granted, or may hereafter grant, rights of usage. Tenant shall not be entitled to use the Common Areas for storage of goods, vehicles, refuse or any other items. Landlord reserves the right to alter, modify, enlarge, diminish, reduce or eliminate the Common Areas from time to time in its sole discretion. If Tenant uses any of the Common Areas for storage of any items, Tenant shall (i) immediately pay all fines and other charges imposed upon either Landlord or Tenant by any fire, building or other regulatory body, and (ii) be responsible for and pay for all costs incurred by Landlord to clear that portion of the Common Areas so used by Tenant and to dispose of such items.

1.4 Possession. Landlord will deliver possession of the Premises to Tenant on the Commencement Date (as defined herein). If for any reason Landlord has not delivered to Tenant possession of the Premises by the Commencement Date, this Lease shall nonetheless remain in effect and Landlord shall not be in default or be liable to Tenant for any loss or damage resulting from such delay, nor shall such delay affect the obligations of Tenant hereunder.

1.5 As-Is Condition. Tenant has had the opportunity to inspect the Premises, has determined that the Premises is acceptable for Tenant's intended use, and accepts the Premises in

its "AS IS" "WITH ALL FAULTS" condition and configuration without any representations or warranties by Landlord, and subject to all matters of record, the Restrictions (as defined herein) and all applicable laws, ordinances, rules and regulations, with no obligation of Landlord to maintain, repair or make alterations or improvements to the Premises. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the suitability of the Premises, Building, Parking Area, or infrastructure for the conduct of Tenant's business. Landlord shall not be liable for any latent or patent defects in the Building, Parking Area or Premises. Tenant shall be responsible for requesting an inspection and obtaining a Certificate of Occupancy from the City of Alameda. Tenant shall be responsible at its sole cost for meeting all requirements mandated by the Certificate of Occupancy inspection, including any necessary fire sprinkler upgrades, electrical service upgrades, and compliance with the ADA (as defined herein).

Landlord has not made and specifically disclaims any representations, warranties or promises, and Tenant specifically waives any express or implied warranty, related to (a) the Premises or Landlord's interest in the Premises; (b) the value, nature, quality or condition of the Premises, including the improvements, and the soil, topography, environmental condition, Hazardous Materials (as defined herein) and/or geology of the Premises; (c) the income of the Premises; (d) the suitability or fitness of the Premises for any and all activities and uses which Tenant intends to conduct thereon; (e) the compliance or status of the Premises with respect to any entitlements, permits or Laws (including, without limitation any environmental protection, pollution, zoning, land use or Hazardous Materials Laws); (f) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Premises; (g) the future rights, entitlements, permits, or developability of the Premises; (h) the zoning of the Premises; (i) governmental approvals or agreements concerning the Premises; (j) existing permits; (k) the title condition of the Premises; (l) any fixtures, systems, utilities or equipment located at or servicing the Premises; or (m) any other matter with respect to the Premises. TENANT EXPRESSLY WAIVES ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF CONDITION, HABITABILITY, SUITABILITY FOR OCCUPANCY, USE, HABITATION, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY RELATING TO THE PREMISES. This Lease is subject to no contingencies whatsoever in favor of Tenant.

1.6 Security. Landlord shall have no obligation to provide security service or take security measures with respect to the Premises, and makes no warranties, express or implied, relating to the security of the Premises, the Building or the Property. Tenant shall be responsible for obtaining and maintaining any and all security it desires with respect to the Premises, and Tenant agrees that Landlord shall have no liability to Tenant or any Tenant Related Parties (as defined herein) for any criminal activity or breach of security, or the implementation or exercise of, or failure to implement or exercise, any security measures with respect to the Premises, the Building or the Property.

1.7 Landlord's Reserved Rights. Landlord reserves the right, and at any time and from time to time, without constituting an actual or constructive eviction and without creating any liability to Tenant, to make alterations, additions, changes, repairs, improvements to or in all or any part of the Building and/or Common Areas within and around the Building, and to change the arrangement and/or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets and other public parts of the Building and parking areas, drive isles,

landscaping, curb cuts and paved and unpaved portions of the exterior Common Areas. Without limiting the foregoing, Landlord reserves the right from time to time to install, use, maintain, repair, relocate and replace pipes, ducts, conduits, wires, meters and equipment for services to the Premises or those parts of the Building which are above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas of the Building which are located within the Premises or located elsewhere in the Building. In connection with any of the foregoing activities, Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises and shall not, without the prior written approval of Tenant, (a) materially change the location, size or configuration of the Premises; or (b) do anything which would have a material and adverse effect on access and/or ingress and egress to the Premises. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

2. TERM.

2.1 Term. The term of this Lease ("Term") shall be for the period specified in the Basic Lease Information, commencing on the later of (a) the Estimated Commencement Date or (b) thirty (30) days after this Lease has been approved by the City Council upon second reading, in the City Council's sole and absolute discretion, the date of which approval shall be deemed to be the effective date of an ordinance approving this Lease as required by the City Charter ("Commencement Date"). If the Commencement Date is not on the first day of a calendar month, the Term shall be computed from the first day of the next calendar month after the Commencement Date, with prorated Base Rent and Additional Rent payable by Tenant for any partial period between the Commencement Date and the first day of the next calendar month. This Lease shall terminate at midnight on the last day of the last calendar month of the Term ("Expiration Date"), unless sooner terminated or extended (if applicable). Promptly following the Commencement Date, Landlord and Tenant shall enter into a letter agreement substantially in the form attached hereto as **Exhibit B**, specifying and confirming the Commencement Date and the Expiration Date; if Tenant fails to execute and deliver such letter agreement to Landlord within ten (10) business days after Landlord's delivery of the same to Tenant, said letter agreement as completed by Landlord will be deemed final and binding upon Tenant.

2.2 Early Termination Right. Notwithstanding anything to the contrary in this Lease, Landlord shall have the right in its sole and absolute discretion to terminate this Lease effective on a date of Landlord's choosing (the "Early Termination Date"), after giving Tenant at least six (6) months prior written notice before the Early Termination Date specified in Landlord's notice of termination. If Landlord gives Tenant such a notice of termination, this Lease shall terminate on the Early Termination Date with the same effect as if the Term of the Lease had expired on the Early Termination Date, and Tenant shall observe all the terms of the Lease regarding surrender of the Premises upon expiration of the Term in any such case. The above right to early termination shall be in addition to any other right Landlord may have to terminate provided elsewhere in this Lease.

3. RENT.

3.1 Base Rent.

(a) Generally. From and after the Commencement Date, Tenant shall pay to Landlord, in advance of the first day of each calendar month, without any setoff or deduction and without further notice or demand, the monthly installments of rent specified in the Basic Lease Information (“**Base Rent**”). One full installment of Base Rent shall be due and payable on the date of execution of this Lease by Tenant and shall be applied to the first full calendar month for which the Base Rent is due. If the Commencement Date is a date other than the first day of a calendar month, the Base Rent paid for any fractional month during the Term shall be prorated based upon a thirty (30) day calendar month.

3.2 Additional Rent. As used in this Lease, the term “**Additional Rent**” shall mean all sums of money, other than Base Rent, that are due and payable by Tenant under the terms of this Lease, whether or not expressly designated as Additional Rent. The term “**Rent**” shall mean all Base Rent, Additional Rent and all other amounts payable hereunder from Tenant to Landlord. Unless otherwise specified, all items of Rent other than Base Rent shall be due and payable by Tenant on or before the date that is thirty (30) days after billing by Landlord, unless a different time period is specified in this Lease.

3.3 Late Charge. Other remedies for non-payment of Rent notwithstanding, if any Base Rent or Additional Rent is not received by Landlord on or before the fifth (5th) day following the due date, or if any other payment owed by Tenant which does not have a scheduled due date is not received by Landlord on or before the thirtieth (30th) day following the date Tenant was invoiced for such charge, a late fee of five percent (5%) of the past due amount shall be immediately due and payable as Additional Rent.

3.4 Interest. Any installment of Rent and any other sum due from Tenant under this Lease which is not received by Landlord within five (5) days of its due date shall bear interest from the due date until paid at the lesser of: (a) an annual rate equal to the maximum rate of interest permitted by law, or (b) ten percent (10%) per annum (the “**Interest Rate**”). Payment of such interest shall not excuse or cure any Default by Tenant.

3.5 Payment of Rent and Security Deposit after Default. If Tenant fails to pay Rent or any other monetary obligation when due, after Tenant’s third failure to pay any monetary obligation on the date it is due, at Landlord’s option, all monetary obligations of Tenant under this Lease shall thereafter be paid by cashier’s check, and/or Tenant shall provide Landlord with an additional security deposit equal to three (3) months’ Base Rent. If Landlord has required Tenant to make payments by cashier’s check or to provide an additional security deposit, Tenant’s failure to make a payment by cashier’s check or to provide the additional security deposit shall be a material default.

4. OPERATING EXPENSES AND TAXES.

4.1 Definitions. For purposes of this Section 4, the following terms shall have the following meanings:

(a) **“Tenant’s Share”** shall mean the percentage specified in the Basic Lease Information. Tenant’s Share has been computed by dividing the rentable area of the Premises by the total rentable area of the Building. The rentable area of the Premises specified in the Basic Lease Information is conclusive and binding upon Tenant. In the event that either the rentable area of the Premises or the total rentable area of the Building is changed or remeasured by Landlord (which Landlord shall have the right to do from time to time), Tenant’s Share and the rentable area of the Premises and Building will be appropriately adjusted; and, as to the Tax and Expense Year in which such change occurs, for purposes of this Section 4, Tenant’s Share shall be determined on the basis of the number of days during such Tax and Expense Year that each such percentage is applicable.

(b) **“Tax and Expense Year”** shall mean the twelve (12) consecutive month period commencing July 1st and ending on June 30th of each year or partial year during the Term, provided that Landlord, upon notice to Tenant, may change the Tax and Expense Year from time to time (but not more frequently than once in any twelve (12) month period) to any other twelve (12) consecutive month period and, in the event of any such change, Tenant’s Share of Taxes and Operating Expenses shall be equitably adjusted for the Tax and Expense Years involved in any such change.

(c) **“Taxes”** shall mean all taxes, assessments, fees, impositions and charges levied (if at all) upon or with respect to the Building, Land or Common Areas, any personal property of Landlord used in the operation of the Building, Land, or Common Areas, or Landlord’s interest in the Building, Land or Common Areas, other than Tenant Taxes which are the subject of Section 8. Taxes shall include, without limitation and whether now existing or hereafter enacted or imposed, all general real property taxes, (i) all general and special bonds and assessments, (ii) all charges, fees and levies for or with respect to transit, housing, police, fire, flood control, infrastructure, or other governmental or quasi-governmental services or purported benefits to or burdens attributable to the Land or Building or any occupants thereof, (iii) all service payments in lieu of taxes, and (iv) any tax, fee or excise on the act of entering into this Lease or any other lease of space in the Building or any occupants thereof, on the use or occupancy of the Building, on the rent payable under any lease or in connection with the business of renting space in the Building. Taxes also include any government or private assessments (or the Building’s contribution toward a government or private cost-sharing agreement) for the purpose of augmenting or improving the quality of services and amenities normally provided by government agencies. The amount of Taxes for any Tax and Expense Year shall be calculated without any reduction by reason of Section 51(a)(2) of the California Revenue and Taxation Code ("Proposition 8"). Notwithstanding the foregoing, in the event Landlord has the right to elect to have assessments amortized over different time periods, Landlord will elect (or will charge such assessment through to Tenant as if Landlord had elected) to have such assessment amortized over the longest period permitted by the assessing authority, and only the amortized portion of such assessment (with interest at the lesser of the actual interest rate paid by Landlord or the then maximum rate of interest not prohibited or made usurious by Law) shall be included in Taxes on an annual basis. Taxes shall not include any franchise, transfer or inheritance or capital stock taxes, or any income taxes measured by the net income of Landlord from all sources, unless due to a change in the method of taxation any such taxes are levied or assessed against Landlord as a substitute for, or as an addition to, in whole or in part, any other tax that would otherwise constitute a Tax. Taxes shall

also include reasonable legal fees and other costs and disbursements incurred by Landlord in connection with proceedings to contest, determine or reduce Taxes provided, however, that Landlord shall pay to Tenant promptly after receipt by Landlord an amount equal to Tenant's Share of any refunded or recovered Tax previously paid by Tenant.

(d) **"Operating Expenses"** shall mean all costs and expenses paid or incurred by Landlord in connection with the management, operation, maintenance, insurance and repair of the Building, Common Areas, Land, Parking Area and all related improvements constructed thereon.

4.2 Determination and Payment of Operating Expenses and Taxes. Tenant shall pay to Landlord as Additional Rent one-twelfth (1/12th) of Tenant's Share of the Taxes and the Operating Expenses for each Tax and Expense Year, or portion thereof, on or before the first day of each month during such Tax and Expense Year, in advance, in an amount estimated by Landlord set forth in an annual statement delivered by Landlord to Tenant; provided that Landlord shall have the right to revise such estimates not more than twice per Tax and Expense Year and Tenant shall thereafter make Additional Rent payments on the basis of such revised estimates. After the end of each Tax and Expense Year, Landlord shall submit to Tenant a statement showing the actual amount which should have been paid by Tenant with respect to Taxes and Operating Expenses for the past Tax and Expense Year, the amount actually paid during that year by Tenant, and the amount of the resulting balance due or overpayment made, as the case may be ("Landlord's Statement"). Landlord's Statement shall set forth in reasonable detail, and shall contain a line-item breakdown showing at least the following major categories: (i) maintenance and repairs; (ii) landscaping; (iii) utilities (electricity; gas; water and sewer); and (iv) insurance. Any balance shown to be due on the Landlord's Statement shall be paid by Tenant to Landlord within thirty (30) days following Tenant's receipt thereof; and any overpayment shall be immediately credited against Tenant's obligation to make monthly payments for Taxes and Operating Expenses for the then current Tax and Expense Year, or, if by reason of any termination of this Lease no such obligation exists, any such overpayment shall be refunded to Tenant. As an alternative to the monthly payment of Tenant's Share of Taxes and Operating Expenses, and at Landlord's sole discretion, Landlord may direct Tenant to pay, within thirty (30) days of Landlord's delivery of Landlord's Statement, the full annual amount set forth therein. If the Expiration Date occurs on a date other than the last day of a Tax and Expense Year, Tenant's Share of Taxes and Operating Expenses for the Tax and Expense Year in which the Expiration Date occurs shall be on a pro rata basis from and including the first day of the Tax and Expense Year in which the Expiration Date occurs to and including the Expiration Date, based on a 365 day year. Where the calculation of Operating Expenses and Taxes for a Tax and Expense Year cannot be made until after expiration or termination of this Lease, the obligation of Tenant to pay its proportionate share as Additional Rent shall survive the expiration or termination hereof and such Additional Rent for such period shall be payable by Tenant upon demand by Landlord.

4.3 Transportation Demand Management Fee and Benefits. To implement the Alameda Point Environmental Impact Report as ratified by the City Council in 2014, and the Alameda Transportation Demand Management Plan as approved by the City Council in 2014, Tenant shall pay a Transportation Demand Management Fee each City Fiscal Year (running July 1 to June 30) in the amounts as follows for the term of the lease. Tenant shall submit payment in two installments, one due October 31, and the second due April 30:

FY 2025-6: \$0.267 per square foot, or \$7,658 annually for 28,636 square feet

Amounts shall escalate annually effective July 1 by 5% each year

If the lease term does not end on June 30, amounts shall be paid for the term of the lease by dividing the annual amount by twelve in order to calculate the monthly amount owed. Changes to the square footage shall result in a recalculation using the square foot rate, multiplied by the amount of occupied building square feet. Tenant and its employees shall be eligible for the programs administered by the Alameda Transportation Management Association or its successor, such as free transit passes.

5. USE; COMPLIANCE WITH LAWS AND RESTRICTIONS.

5.1 Use. The Premises shall be used for the Permitted Use identified in the Basic Lease Information and for no other use whatsoever. At no time shall Tenant have the right to install, operate or maintain telecommunications or any other equipment on the roof or exterior areas of the Building, except as may be necessary for Tenant's Permitted Use of the Premises and provided Tenant's installation of such equipment is done in full compliance with Section 9. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or Building, or with respect to the suitability or fitness of either for the conduct Tenant's business or for any other purpose.

5.2 Prohibited Use and Items. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance, or other act or thing which disturbs the quiet enjoyment of any other tenant in the Building, nor shall Tenant store any materials on the Premises which are visible from areas adjacent to the Premises, unless otherwise specifically set forth in this Lease. Tenant shall not permit any objectionable odor to escape or be emitted from the Premises and shall ensure that the Premises remain free from infestation from rodents or insects. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything onto the Premises which will in any way increase the rate of, invalidate, or prevent the procuring of any insurance, protecting against loss or damage to the Building or any of its contents by fire or other casualty or against liability for damage to property or injury to person in or about the Building. Tenant shall not use or occupy, nor permit or suffer the Premises or any part thereof to be used or occupied for any unlawful, illegal, or extra hazardous business, use, or purpose, or in such manner as to constitute a nuisance of any kind (public or private), or for any purpose or in any way in violation of any applicable permit, approval, certificate of occupancy or Laws, or which may make void or voidable any insurance then in force related to the Premises. Tenant shall take, immediately upon the discovery of any such unpermitted, unlawful, illegal, or extra hazardous use, all necessary actions, legal and equitable, to compel the discontinuance of such use. Tenant shall not transport or permit to be transported to or from the Premises any Controlled Substance (as defined in 21 U.S.C. §802), cannabis (in any form) or any Hazardous Materials. In addition, Tenant shall not (i) possess, or permit any person or entity to possess, at the Premises any cannabis, marijuana or cannabinoid product or compound (collectively “**Cannabis**”), or any substance regulated under any state or federal Law (“**Regulated Substances**”), or (ii) use the Premises (or any portion thereof), or permit the Premises (or any portion thereof) to be used, for the growing, cultivation, manufacturing, administration,

distribution (including without limitation, any retail sales), possession, use or consumption of any Cannabis or any Regulated Substance.

5.3 Compliance with Laws. Tenant shall at its sole cost comply with all laws, ordinances, rules, regulations, codes and requirements of all municipal, county, state and federal authorities, including the Americans With Disabilities Act, as amended (42 U.S.C. Section 1201 et seq., and Title 24 of the California Code of Regulations, as amended [collectively, the “ADA”]) Hazardous Materials Laws (as defined herein), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 to 678) as amended (collectively, “**Laws**”) pertaining to the Premises and Tenant’s use and occupancy of the Premises and conduct of its business. Tenant shall be solely responsible for making and paying for all improvements and alterations necessary to bring the Premises into compliance with applicable ADA requirements, including correcting any construction-related accessibility standards within the Premises, and to ensure that the Premises remain in compliance throughout the Term of this Lease.

5.4 Compliance with Restrictions. The Premises are located on property known as the former Naval Air Station Alameda, portions of which were conveyed to the City by the United States of America, acting by and through the Department of the Navy by a quitclaim deed dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-199810 of Official Records in the Office of the County Recorder, Alameda County, California (“**Quitclaim Deed**”). Said Quitclaim Deed conveyed the Premises to the City subject to certain covenants, conditions, restrictions, easements, and encumbrances as set forth therein. The Premises are further encumbered by those certain restrictions set forth in the Declaration of Restrictions (Former Naval Air Station Alameda) dated June 4, 2013 and recorded June 6, 2013 as Series No.: 2013-199782 in the Office of the County Recorder of Alameda County (“**Declaration of Restrictions**”). Copies of the Quitclaim Deed and Declaration of Restrictions have been delivered to Tenant and, concurrently with the execution of this Lease, Tenant shall sign and return to Landlord the Acknowledgment of Receipt, attached hereto as **Exhibit D**. Use of the Premises is further restricted by the Covenant to Restrict Use of Property Environmental Restrictions recorded June 6, 2013 as Series No. 2013-199839 in the office of the County Recorder, Alameda County, CA (the “**CRUP**”), the National Environmental Protection Act Record of Decision (“**ROD**”) for the disposal and reuse of the former Naval Air Station Alameda, and all conditions contained therein. A copy of the ROD is available for review at Landlord’s office during normal business hours. The covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances set forth in the Quitclaim Deed, Declaration of Restrictions and the ROD and all other instruments recorded against the Property, as they affect the Building, Common Areas or Premises, are collectively referred to as the “**Restrictions**.” Tenant is advised to read and understand the Restrictions, and agrees that all uses of and activities concerning the Premises shall comply with the Restrictions and a failure to so comply shall constitute Tenant’s Default under this Lease. Tenant acknowledges that the Premises were used by the United States Navy as a Naval Air facility. Perfluorinated compounds, particularly PFOS (perfluorooctane sulfonic acid) and PFOA (perfluorooctanoic acid), were used as fire suppressants and for other military activities including but not limited to plating operations. These substances are present throughout the former Naval Air facility and may be present on or under the Premises. Prior to undertaking any ground disturbing or groundwater access activity, Tenant shall ensure that such activity is performed in compliance with all then current State and federal requirements.

5.5 **Use Permit.** Tenant and its subtenants (if any), each at its own expense, shall acquire and maintain a City of Alameda Use Permit and all other City permits, certificates, licenses and approvals required for their business and use of the Premises (collectively “**Use Permit**”).

5.6 **Business License.** Tenant, at its sole expense, shall obtain and maintain during the Term of the Lease a City of Alameda Business License.

6. SECURITY DEPOSIT.

Concurrently with its execution of this Lease, Tenant shall deliver to Landlord the Security Deposit identified in the Basic Lease Information, to be held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant’s obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure of damages. Landlord may from time to time and without prejudice to any other remedy provided in this Lease or by Law, use all or a portion of the Security Deposit to the extent necessary to satisfy past due Rent or to satisfy Tenant’s Default under this Lease or to reimburse or compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur by reason thereof. If Landlord so uses or applies all or any portion of the Security Deposit, then Tenant shall deposit cash with Landlord in an amount sufficient to restore the deposit to the full original amount within fifteen (15) days after Landlord’s demand to replenish the deposit, and Tenant’s failure to do so shall constitute a Default under this Lease. If there are no payments to be made from the Security Deposit as set out in this paragraph, or if there is any balance of the Security Deposit remaining after all payments have been made, the Security Deposit, or its remaining balance, will be refunded to Tenant after the expiration or earlier termination of this Lease. In the event of an act of bankruptcy by or insolvency of Tenant or the appointment of a receiver for Tenant or general assignment for the benefit of Tenant’s creditors, the Security Deposit shall be deemed immediately assigned to Landlord. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code and all other provisions of law, now or hereafter in effect, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, apply the Security Deposit to any and all of Landlord’s damages under this Lease and California law including, but not limited to any damages accruing upon termination of this Lease under Section 1951.2 of the California Civil Code and/or those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant.

7. UTILITIES.

7.1 **Payments for Utilities and Services.** Tenant shall contract directly with the providers of, and shall pay all charges for, all water, sewer, storm water, gas, electricity, heat, cooling, telephone, internet service, refuse collection, janitorial, pest control, security and monitoring services furnished to the Premises, together with all related installation or connection charges or deposits (“**Utilities**”). If any Utilities are provided by Alameda Municipal Power (“AMP”) it is understood and agreed that such entity is separate and distinct from Landlord and Tenant must contract directly with AMP for any such Utilities. If any such Utilities are not

separately metered or billed to Tenant but rather are billed to and paid by Landlord, Landlord shall include such costs in Operating Expenses and Tenant shall pay to Landlord, as Additional Rent, its pro rata share of the cost of such services, as reasonably determined by Landlord. If any Utilities are not separately metered, Landlord shall have the right to determine Tenant's consumption by either submetering, survey or other methods designed to measure consumption with reasonable accuracy.

7.2 Excess Usage. Tenant shall not use Building utilities or services in excess of those used by the average building tenant using its premises for ordinary office use. Tenant shall not install at the Premises office machines, lighting fixtures or other equipment which will generate above average heat, noise or vibration at the Premises or which will adversely affect the temperature maintained by the HVAC system. If Tenant uses Building utilities or services in excess of those used by the average office building tenant, Landlord shall have the right, in addition to any other rights or remedies it may have under this Lease, to (a) at Tenant's expense, install separate metering devices at the Premises, and to charge Tenant for its usage (and for the cost of Landlord's administration of the same), (b) require Tenant to pay to Landlord all costs, expenses and damages incurred by Landlord as a result of such usage, (c) at Tenant's expense, require Tenant to install supplemental HVAC equipment, and (d) require Tenant to stop using excess utilities or services.

7.3 Water Infrastructure. Water to Alameda Point has been supplied by East Bay Municipal Utility District ("EBMUD") but the water system itself was designed, installed and historically operated by the Navy. The water system infrastructure at Alameda Point was neither built, nor maintained to the standards of EBMUD. Until the water supply system is improved as required by EBMUD, Tenant cannot become an EBMUD customer. Until such time as that occurs, water will continue to be provided by means of the City's current water supply system. Landlord will bill Tenant for water usage at the same rate paid by the City to EBMUD. The City intends to replace the water infrastructure at Alameda Point and, to that end, it has entered into a phased water system infrastructure agreement with EBMUD. At such time as the water system is improved to meet the requirements set forth in EBMUD's Regulations Governing Water Service the City will cease providing water to the Premises and Tenant will be required to contract directly with EBMUD. Tenant shall pay all fees and costs assessed by EBMUD for establishing water service to the Premises including, but not limited to, System Capacity Charges ("SCC") and Water Capacity Fees ("WCF"). Tenant is encouraged to contact EBMUD to obtain an estimate of the amount of WCF and SCC that it will be obligated to pay.

7.4 No Liability of Landlord. Except in the case of Landlord's gross negligence or willful misconduct, in no event shall Landlord be liable or responsible for any loss, damages, expense or liability arising from any failure, interruption or inadequacy of any Utilities or any other utility or services provided to the Premises or the Building due to any cause whatsoever. IF ANY UTILITIES OR OTHER SERVICES TO THE PREMISES OR BUILDING FAIL OR ARE INTERRUPTED, TENANT SHALL HAVE NO CLAIM FOR ABATEMENT, REDUCTION OR REBATE OF RENT, DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES) OR EVICTION AND SHALL NOT BE RELIEVED FROM ITS OBLIGATIONS UNDER THIS LEASE ON ACCOUNT THEREOF, AND TENANT HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE §1932(1) AND ANY OTHER APPLICABLE LAWS

PERMITTING THE TERMINATION OF THIS LEASE DUE TO SUCH FAILURE OR INTERRUPTION. Landlord may comply with voluntary controls or guidelines promulgated by any governmental entity relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions without creating any liability of Landlord to Tenant under this Lease.

8. TAXES FOR WHICH TENANT IS DIRECTLY RESPONSIBLE.

8.1 Tenant's Tax Obligation. "**Tenant Taxes**" shall mean all taxes, assessments, fees, impositions and governmental charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, now existing or hereafter arising (a) measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located at the Premises or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant ("**Personal Property Taxes**"); (b) assessed on or related to the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy by Tenant of the Premises, Land, Parking Area or Property, including any Possessory Interest Taxes (as defined herein); and (c) assessed either on this lease transaction or on any document to which Tenant is a party that creates or transfers an interest or an estate in the Premises, whether or not directly paid by Landlord, but excluding those Taxes paid by Landlord as defined herein.

8.2 Notice of Possessory Interest Taxes. Tenant's interest created by this Lease may at some time be subject to property taxation under the laws of the State of California ("**Possessory Interest Taxes**"). If such taxes are imposed, the party in whom the possessory interest is vested may be subject to the payment of the taxes levied on such interest. This notice is included in this Lease pursuant to the requirements of Section 107.6 (a) of the Revenue and Taxation Code of the State of California.

8.3 Payment of Tenant Taxes. Tenant shall timely pay all Tenant Taxes in accordance with the instructions of the taxing entity. Tenant shall pay any Tenant Taxes originally imposed upon Landlord as Additional Rent upon Landlord's election either (a) annually within thirty (30) days after the date Landlord provides Tenant with a statement setting forth in reasonable detail such Taxes, or (b) monthly in advance based on estimates provided by Landlord based upon the previous year's tax bill. All Tenant Taxes originally imposed upon Landlord and payable by Tenant with respect to the Premises shall be prorated on a per diem basis for any partial tax year included in the Term. Tenant's obligation to pay Tenant Taxes during the last year of the Term shall survive the expiration or termination of this Lease.

9. ALTERATIONS.

9.1 Landlord Consent Required. Tenant shall not make any changes, alterations, improvements, or additions (each an "**Alteration**") to, in or about the Premises or any part thereof without the prior written consent of Landlord, which consent may be reasonably conditioned upon criteria and/or requirements deemed necessary by Landlord in its proprietary capacity only; provided, however, that Landlord shall have the right in its sole and absolute discretion to withhold its consent to any Alteration which affects the structural components of the Building, including the roof, support structures, foundations, the exterior of the Building and/or the systems serving the Premises or the Building. Any such approval by Landlord shall be in its proprietary

capacity as Landlord and no such approval shall be deemed an approval by the City of Alameda in its regulatory capacity. Notwithstanding the foregoing, Tenant shall have the right to make Alterations to the Premises with prior written notice to, but without the consent of, Landlord provided that such Alterations (a) do not require the procurement of a building permit, (b) do not affect the structural portion of the Building or the systems serving the Building, (c) the reasonably estimated costs of the Alterations, together with the costs of any other Alteration made during the immediately preceding twelve (12) month period, do not exceed Twenty Five Thousand Dollars (\$25,000) and, (d) are performed in full compliance with the terms and provisions of this Lease.

9.2 Alterations. Any Alterations to the Premises shall be at Tenant's sole cost and expense, and made in compliance with all applicable Laws and all reasonable requirements requested by Landlord. Prior to starting work, Tenant shall furnish Landlord with plans and specifications (which shall be in CAD format if requested by Landlord); names of contractors reasonably acceptable to Landlord; required permits and approvals; evidence of contractors and subcontractors insurance in amounts reasonably required by Landlord, and naming Landlord the managing agent for the Building and such other persons or entities as Landlord may reasonably request, as additional insureds; and any security for payment in performance and amounts reasonably required by Landlord. In addition, if any such Alteration requires the removal of asbestos, an appropriate asbestos disposal plan, identifying the proposed disposal site of all such asbestos, must be included with the plans and specifications provided to Landlord. Tenant shall reimburse Landlord for any sums paid by Landlord for third party examination of Tenant's plans for Alterations. Landlord agrees to respond to Tenant's request for consent to any Alterations within fifteen (15) days following Tenant's delivery of such request, accompanied by plans and specifications depicting the proposed Alterations ("Plans") and a designation of Tenant's general contractor (and major subcontractors) to perform such work. Landlord's response shall be in writing and, if Landlord withholds its consent to any Alterations, Landlord shall specify in reasonable detail in Landlord's notice of disapproval, the basis for such disapproval. If Landlord fails to timely notify Tenant of Landlord's approval or disapproval of any such Plans, Tenant shall have the right to provide Landlord with a second written request for approval (a "**Second Request**") that specifically identifies the applicable Plans and contains the following statement in bold and capital letters: **"THIS IS A SECOND REQUEST FOR APPROVAL OF PLANS PURSUANT TO THE PROVISIONS OF THE LEASE.** If Landlord fails to respond to such Second Request within five (5) business days after receipt by Landlord, the Plans in question shall be deemed disapproved by Landlord. If Landlord disapproves of any Plans, Tenant may revise Tenant's Plans and resubmit such Plans to Landlord; in such event the scope of Landlord's review of such Plans shall be limited to Tenant's correction of the items to which Landlord had previously objected. Landlord's review and approval (or deemed approval) of such revised Plans shall be governed by the provisions as set forth above in this Lease. The procedure set forth above for approval of Tenant's Plans will also apply to any change, addition or amendments to Tenant's Plans. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law. In addition, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any Alteration equal to five percent (5%) of the total costs of the Alteration, to the extent the costs of the Alteration is equal to or less than \$100,000; plus four percent (4%) of the costs of the Alteration to the extent that the costs of the Alteration is in excess of \$100,000, but not more than \$500,000; plus three percent (3%) of any portion of the costs of the Alteration in excess of \$500,000. Upon completion, Tenant shall furnish Landlord with at least three (3) sets of "as built" Plans (as well as a set in CAD format, if requested by

Landlord) for the Alterations, completion affidavit and full and final unconditional waivers of liens and will cause a Notice of Completion to be timely recorded in the Office of the Recorder of the County of Alameda in accordance with California Civil Code §§8182–8184 (former CC §3093) or any successor statute. Any Alteration shall at once become the property of Landlord; provided, however, that Landlord, at its option, may require Tenant to remove any Alterations prior to the expiration or sooner termination of this Lease. If Tenant serves a request in writing together with Tenant's request for Landlord's consent to any such Alterations ("Removal Request"), Landlord will notify Tenant at the time of Landlord's consent to any such Alterations as to whether Landlord requires their removal. All costs of any Alterations (including, without limitation, the removal thereof, if required) shall be borne by Tenant. If Tenant fails to promptly complete the removal of any Alterations and/or to repair any damage caused by the removal, Landlord may repair such damage and charge the reasonable costs of the repair to Tenant. All Alterations shall be made in a good and workmanlike manner and in a manner that will not disturb other tenants, in accordance with Landlord's then-current guideline for construction, and Tenant shall maintain appropriate liability and builders' risk insurance throughout the construction. Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all claims for injury to or death of persons or damage or destruction of property arising out of or relating to the performance of any Alterations by or on behalf of Tenant. Under no circumstances shall Landlord be required to pay, during the Term (as the same may be extended or renewed) any ad valorem or other Taxes on such Alterations, Tenant hereby covenanting to pay all such taxes when they become due.

9.3 Excavations. In the event Tenant intends to perform any Alterations requiring excavations below the surface of the Premises (whether inside or outside of the Building) or construction of a permanent structure on the Premises, Tenant must determine the actual location of all utilities using standard methods (i.e., potholing, metal fish line, etc.) and submit this information with an application to excavate or application to build a permanent structure to Landlord for approval (which shall also include the approval of other applicable governmental authorities). The application shall include a site plan showing the location of utilities and that construction will not take place above the utility line or within the utility easement, specifically showing that no permanent structure will be constructed in these areas. Tenant shall be responsible for complying with the provisions of the City of Alameda's Marsh Crust Ordinance (a copy of which has been provided to Tenant, as acknowledged by **Exhibit D**), as well as the Covenant to Restrict Use of Property Environmental Restrictions recorded June 6, 2013 as Series No. 2013-199838 of Official Records of the County of Alameda, the Site Management Plan for Alameda Point, and, if required, shall obtain a Marsh Crust Permit.

9.4 Liens. Tenant shall pay when due all claims for labor or materials furnished Tenant for use in the Premises. Tenant shall not permit any mechanic liens, stop notices, or any other liens against the Premises, Building, Alterations or any of Tenant's interests under this Lease for any labor or materials furnished to Tenant in connection with work performed on or about the Premises by or at the direction of Tenant. Tenant shall indemnify, hold harmless and defend Landlord (by counsel reasonably satisfactory to Landlord) from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction or request of Tenant. In the event Tenant does not, within ten (10) days following the imposition of any such lien or stop notice, cause such lien or stop notice to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein or

by law, the right, but not the obligation, to cause the same to be released by such means as it may deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and expenses reasonably incurred in connection therewith, including attorneys' fees and costs, shall be payable to Landlord by Tenant on demand.

Electric Vehicle Charging Stations. Landlord and Tenant acknowledge that the Premises and the Building are exempt from the provisions of California Civil Code §1952.7 because the [Parking Area/Building] includes fewer than fifty (50) parking spaces.

10. MAINTENANCE AND REPAIR OF PREMISES.

10.1 Maintenance and Repair by Tenant.

(a) Tenant Maintenance. Tenant shall, at its sole cost and expense, inspect and maintain all aspects of the Premises, including the roof, all improvements, Alterations, fixtures, systems, equipment, appurtenances, and every part thereof that may exist on, in, or be made a part of the Premises in good repair and in a neat and clean, first-class condition, including making all necessary repairs and replacements. Tenant shall provide Landlord documentation of annual inspection of the roof and drainage system and undertake required maintenance, as well as repair to non-structural components, at Tenant's expense. Tenant's repair and maintenance obligations include, without limitation, repairs to: (i) floor coverings; (ii) interior partitions; (iii) doors; (iv) the interior side of demising walls; (v) the roof of the Building (vi) fire life safety systems, including sprinklers, pumps, control panel, fire alarms and/or smoke detectors; (vii) Alterations, described in Section 9; (viii) heating, ventilation and air conditioning (HVAC) systems exclusively serving the Premises; (ix) kitchens; (x) plumbing and similar facilities exclusively serving the Premises, whether such items are installed by or on behalf of Tenant or are currently existing at the Premises; and (xi) telephone and data equipment, and cabling.

(b) Tenant Repair. Tenant shall further, at its own costs and expense, repair or restore any damage or injury to all or any part of the Building or Premises caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant; (ii) the moving of any property into or out of the Premises; or (iii) Tenant's use and occupancy of the Premises. If Tenant fails to make such repairs or replacement within fifteen (15) days after notice from Landlord, then Landlord may, at its option, upon prior reasonable notice to Tenant (except in an emergency) make the required repairs and replacements, and the costs of such repairs or replacements (including Landlord's administrative charge) shall be charged to Tenant as Additional Rent and shall become due and payable by Tenant with the next monthly installment of Base Rent due.

10.2 Maintenance and Repair by Landlord. Landlord shall maintain in good repair (i) the structural elements of the Building, including structural elements of exterior walls and foundations, but excluding any glass and exterior doors; and (ii) Common Areas, if any, provided such repairs are not necessitated by the actions or inactions of Tenant or its employees, contractors, agents, principals, members, officers, directors, managers, beneficiaries, trustees,

partners, property managers, mortgagees, consultants, representatives, successors, assigns, invitees, licensees, subtenants, concessionaires, affiliated parties and any other occupants of or persons coming to the Premises or under the control of Tenant (collectively, the “**Tenant Related Parties**”). TENANT HEREBY WAIVES ALL RIGHTS TO MAKE REPAIRS AT THE EXPENSE OF LANDLORD OR IN LIEU THEREOF TO VACATE THE PREMISES AND WAIVES ITS OTHER SIMILAR RIGHTS AS PROVIDED IN CALIFORNIA CIVIL CODE §§ 1932(1), 1932(2), 1933(4), 1941 AND 1942 OR ANY OTHER LAWS (WHETHER NOW OR HEREAFTER IN EFFECT). Tenant shall immediately give Landlord written notice of the need for repair of the items for which Tenant claims Landlord is responsible. If Tenant or any Tenant Related Party caused any damages necessitating such repair, then Tenant shall pay to Landlord the cost of the repair, immediately upon Landlord’s demand. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS LEASE, TENANT ALSO WAIVES AND RELEASES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1932(2) OR 1933(4), AS THE SAME MAY BE AMENDED OR RE-CODIFIED OR ANY SIMILAR OR SUCCESSOR LAW NOW OR HEREAFTER IN EFFECT, WOULD PERMIT TERMINATION OF OR AUTOMATICALLY TERMINATE THIS LEASE. The parties intend that the terms of this Lease shall govern their respective obligations as to the maintenance and repair of the Premises, and they expressly waive the benefit of any other statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease. Tenant waives any right to terminate this Lease or offset or abate Rent by reason of any failure of Landlord to make repairs to the Premises or Building.

10.3 Energy Usage Reporting. Tenant acknowledges that applicable Laws (including but not limited to California Public Resources Code § 25402.10) may require disclosure of certain energy consumption data for the Premises. Landlord is hereby authorized to request, on behalf of Tenant, Tenant's utility consumption data from the applicable utility provider. Tenant agrees to retain, and on request, provide Landlord with information (for example, copies of Tenant's utility bills and invoices) about Tenant's separately metered (if any) energy consumption at the Premises as may be reasonably necessary. Tenant authorizes Landlord to receive aggregated energy usage data or, where applicable, individual customer usage information, relating to the Premises and Tenant's occupancy thereof. Tenant agrees this Section 10.3 shall constitute written consent and authorization by Tenant for the purpose of California Public Resources Code § 25402.10, or any successor or replacement statutes or laws, and any implementing regulations. Tenant further agrees, on Landlord's request, to provide any additional written or electronic consent for the delivery of the Tenant's energy usage data to the Landlord, its agent or operator, or utility, or such other instruments as may be required to expedite the data collection process or enable Landlord to obtain such information from the energy provider.

11. ENVIRONMENTAL PROTECTION PROVISIONS.

11.1 Hazardous Materials. “**Hazardous Materials**” shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive harm and those materials, substances and/or wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as “hazardous

substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Premises are located, and any other environmental law, regulation or ordinance now existing or hereafter enacted. "**Hazardous Materials Laws**" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence. "**Release**" or "**Released**" shall mean any use, generating, producing, refining, processing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, releasing or disposing of Hazardous Materials in violation of applicable Hazardous Materials Laws. "**Remedial Action**" shall mean the investigation, response, treatment, clean up, remediation, prevention, mitigation and/or removal of any Hazardous Materials necessary to comply with any Hazardous Materials Laws. "**Environmental Liabilities**" shall mean any loss, cost, expense, claim, demand, liability, obligation, action, or other responsibility of whatever kind, based upon or required under Hazardous Materials Laws or otherwise relating to: (a) any environmental, health, or safety matter or condition (including, but not limited to, on-site or off-site pollution or contamination, the welfare, safety, and health of people at the Premises or elsewhere, and the regulation of chemical substances or products); (b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands, responses, and remedial, investigative, or inspection costs and expenses arising under or caused by application of Hazardous Materials Laws (including, but not limited to, fees for attorneys, engineers, and other professionals); (c) financial responsibility under Hazardous Materials Laws for Remedial Action or for any damages to natural resources; or (d) any other Remedial Actions required under Hazardous Materials Laws.

11.2 Reportable Uses Required Consent. Except as permitted in this Section 11, Tenant and the Tenant Related Parties shall not cause or permit any Hazardous Materials to be used, generated, manufactured, refined, produced, processed, stored or disposed of, on, under or about the Premises or Building or transported to or from the Premises or Building without the express prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion or limited in scope and predicated on strict compliance by Tenant with all applicable Hazardous Materials Laws and such other reasonable rules, regulations and safeguards as may be required by Landlord (or any insurance carrier, environmental consultant or lender of Landlord, or environmental consultant retained by any lender of Landlord) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under or about the Premises or the Building. In connection therewith, Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any Tenant Related Parties of Hazardous Materials on the Premises or the Building, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises or the Building.. The foregoing notwithstanding, Tenant may use ordinary and customary materials reasonably required to be used in the course of the Permitted Use, ordinary office supplies (copier, toner, liquid paper, glue, etc.) and common

household cleaning materials, so long as such use is in compliance with all Hazardous Materials Laws and does not expose the Premises or neighboring property to any material risk of contamination or damage or expose Landlord to any liability therefor.

11.3 Remediation Obligations. If at any time during the Term, any Release of Hazardous Materials at or affecting the Premises, Building or any part of the Property is caused by the act or omission of Tenant or Tenant Related Parties (“**Tenant’s Release**”), then Tenant, at Tenant’s sole cost and expense, shall promptly and diligently remediate such Release to the extent required to comply with all applicable Hazardous Materials Laws. Tenant shall not take any remedial action or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant’s Release without first obtaining the prior written consent of Landlord, which may be subject to conditions imposed by Landlord as determined in Landlord’s sole discretion. Such prior written consent shall not be required to the extent the delay caused by the requirement to obtain consent may increase the damage to the Premises or the risk of harm to human health, safety, the environment or security caused by the Tenant’s Release; provided that in all events Tenant shall notify Landlord in advance of any environmental remediation it plans to undertake. Landlord and Tenant shall jointly prepare a remediation plan in compliance with all Hazardous Materials Laws and the provisions of this Lease. In addition to all other rights and remedies of Landlord under this Lease, if Tenant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Tenant’s Release, and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Tenant’s Release within thirty (30) days after all necessary approvals and consents have been obtained, and thereafter continue to prosecute such remediation to completion in accordance with the approved remediation plan, then Landlord, at its sole discretion, shall have the right, but not the obligation, to cause such remediation to be accomplished, and Tenant shall reimburse Landlord within fifteen (15) business days of Landlord’s demand for reimbursement of all amounts reasonably paid by Landlord (together with interest on such amounts at the highest lawful rate until paid), when such demand is accompanied by proof of payment by Landlord of the amounts demanded. Tenant shall promptly deliver to Landlord, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises as part of Tenant’s remediation of any Tenant’s Release. The foregoing notwithstanding, any Release at or affecting the Premises before the Commencement Date which was not caused by Tenant or any Tenant Related Parties, shall not be a Tenant’s Release and it shall not be Tenant’s responsibility to take Remedial Action relating to any such Release.

11.4 Environmental Permits. Tenant and Tenant Related Parties shall be solely responsible for obtaining and complying with, at their cost and sole expense, any environmental permits, licenses and approvals required for Tenant’s operations or use of the Premises under this Lease, independent of any existing permits which may be held by Landlord. Tenant shall not conduct operations or activities under any environmental permit that names Landlord as a secondary discharger or co-permittee. Tenant shall provide prior written notice to Landlord of all environmental permits and permit applications required for any of Tenant’s operations or activities. Tenant acknowledges that Landlord will not consent to being named a secondary discharger or co-permittee for any operations or activities of Tenant, its contractors, assigns or subtenants. Tenant shall strictly comply with any and all environmental permits (including any hazardous waste permit required under the Resource Conservation and Recovery Act or its state

equivalent) and must provide, at its own expense, any hazardous waste management facilities complying with all Hazardous Material Laws.

11.5 Landlord's Inspection Right. Landlord shall have the right to inspect, upon reasonable notice to Tenant, the Premises for Tenant's compliance with this Section 11. Landlord normally will give Tenant twenty-four (24) hours' prior notice of its intention to enter the Premises unless it determines the entry is required for exigent circumstances related to health, safety, or security; provided, however, Landlord agrees to use its best commercial efforts to provide Tenant with the maximum advance notice of any such entrance and will, without representation or warranty, attempt to structure such entrance in the least intrusive manner possible. Tenant shall have no claim against Landlord, or any officer, agent, employee, contractor or subcontractor of Landlord by reason of entrance of such Landlord officer, agent, employee, contractor or subcontractor onto the Premises.

11.6 Hazardous Materials Handling Plan. Prior to the execution of this Lease, Tenant shall complete, execute and deliver to Landlord an Environmental Questionnaire Disclosure Statement (the "**Environmental Questionnaire**"), in the form of **Exhibit E** attached hereto and shall require any Subtenant who will bring to, or use at the Premises, any Hazardous Materials to also execute and deliver to Landlord an Environmental Questionnaire. To the extent Tenant intends to store, use, treat or dispose of Hazardous Materials on the Premises, Tenant shall prepare and submit together with the Environmental Questionnaire a Hazardous Materials Handling Plan (the "**Hazardous Materials Handling Plan**"). For a period of fifteen (15) days following Landlord's receipt of the Environmental Questionnaire and Hazardous Materials Handling Plan, if applicable, Landlord shall have the right to approve or disapprove such documents. The failure of Landlord to approve such documents shall be deemed Landlord's disapproval thereof. Landlord approval of the Environmental Questionnaire and, if applicable, the Hazardous Materials Handling Plan shall constitute approval for Tenant's use of the Hazardous Materials set forth therein in compliance with Hazardous Materials Laws and the Hazardous Materials Handling Plan. If applicable, Tenant shall comply with the Hazardous Materials Handling Plan throughout the Term following its approval. To the extent Tenant is permitted to utilize Hazardous Materials upon the Premises, such use shall be limited to the items set forth in the Environmental Questionnaire and shall comply with Hazardous Materials Laws and the Hazardous Materials Handling Plan, and Tenant shall promptly provide Landlord with complete and legible copies of all the following related environmental items: reports filed pursuant to any self-reporting requirements; permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans or documents relating to water discharges, air pollution, waste generation or disposal, and underground storage tanks for hazardous materials; orders, reports, notices, listing and correspondence of or concerning the release, investigation of, compliance, cleanup, remedial and corrective actions, and abatement of hazardous materials; and all complaints, pleadings and other legal documents filed by or against Tenant related to Tenant's use, handling, storage or disposal of Hazardous Materials. If, in conjunction with Tenant's Permitted Use of the Premises, Tenant desires to commence the use, treatment, storage or disposal of previously undisclosed Hazardous Materials, Tenant shall, prior to such usage, notify Landlord by written summary detailing the scope of such proposed usage and updating the Hazardous Materials Handling Plan to the extent required by such proposed usage. For a period of fifteen (15) days following Landlord's receipt of such notice, Landlord shall have the right to approve or disapprove of such

documents. The failure of Landlord to approve of such documents within such time period shall be deemed Landlord's disapproval.

11.7 **Hazardous Materials Indemnity.** In addition to any other provisions of this Lease, Tenant shall defend, indemnify and hold harmless Landlord and its employees, contractors, agents, councilmembers, trustees, principals, members, officers, directors, managers, beneficiaries, trustees, partners, property managers, mortgagees, consultants, representatives, successors, assigns, invitees, licensees and affiliated parties (collectively, the "**Landlord Related Parties**") from and against any and all Environmental Liabilities arising from the occupancy, use or operations at or affecting the Premises or the Property by Tenant or Tenant Related Parties or any other act or omission by Tenant or any Tenant Related Parties. This provision shall survive the expiration or termination of this Lease.

12. ASSIGNMENT AND SUBLetting.

12.1 **Landlord Consent Required.** Tenant shall not voluntarily or by operation of law, (a) mortgage, pledge, hypothecate or encumber this Lease or any interest in this Lease, (b) assign or transfer this Lease or any interest in this Lease, (c) sublease the Premises or any part thereof or any right or privilege appurtenant thereto (each of the foregoing is a "**Transfer**"), or (d) allow any other person (the employees and invitees of Tenant excepted) to occupy or use the Premises, without first obtaining the written consent of Landlord, which consent shall not be withheld unreasonably provided that (i) Tenant is not then in Default under this Lease nor is any event then occurring, with the giving of notice or the passage of time, or both, which would constitute a Default; (ii) Tenant has not previously assigned or transferred this Lease or any interest in this Lease or subleased the Premises or any part of the Premises; and (iii) Tenant has demonstrated to the City's satisfaction that the party or parties to which Tenant intends to transfer some or all of its rights and responsibilities under this Lease has sufficient experience, operational and financial capacity, competence, and good moral character to fulfill and execute said rights and responsibilities.

A transfer of greater than fifty percent (50%) interest (whether stock, partnership interest, membership interest or otherwise) of Tenant, either in a single transaction or a series of transactions, shall be deemed to be a Transfer under this Lease.

12.2 **Landlord Recapture.** In the event of an assignment of this Lease or subletting of more than fifty percent (50%) of the rentable square footage of the Premises, Landlord shall have the right to recapture the portion of the Premises that Tenant is proposing to transfer. If Landlord exercises its right to recapture, this Lease shall automatically be amended (or terminated if the entire Premises is being assigned or sublet) to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer, although Landlord may require Tenant to execute a reasonable amendment or other document reflecting such reduction or termination.

12.3 **Consent.** If Tenant intends to assign this Lease or sublet the Premises or any part of the Premises, Tenant shall give Landlord written notice of such intent ("**Transfer Notice**"). Tenant's Transfer Notice shall be accompanied by a copy of the proposed assignment or sublease between Tenant and the proposed assignee or subtenant, together with current and three (3) years' prior financial statements, if available, for the proposed assignee or subtenant, which financial

statement shall be prepared in accordance with generally accepted accounting principles. Tenant shall provide Landlord with any additional information or documentation reasonably requested by Landlord within ten (10) business days after receiving Landlord's request. Landlord shall then have a period of one hundred and twenty (120) days following receipt of such additional information (or 120 days after receipt of Tenant's Transfer Notice if no additional information is requested) within which to notify Tenant in writing that Landlord elects either (a) to exercise its recapture rights in accordance with Section 12.2, in which event Tenant will be relieved of all further obligations under the Lease with respect to the relevant space as of the effective date of the Transfer, (b) to permit Tenant to assign this Lease or sublet such space as described in the Transfer Notice, , or (c) deny Tenant's request to assign this Lease or sublet such space. Among the factors upon which Landlord may withhold its consent are the following: (i) the use of the Premises by such proposed assignee or subtenant would not be a Permitted Use; (ii) the financial condition of the proposed assignee or subtenant is such that, in Landlord's reasonable determination, it would be unable to perform its obligations under the proposed sublease or assignment; (iii) the portion of the Premises proposed to be sublet is irregular in shape and/or does not permit safe or otherwise appropriate means of ingress and egress, or does not comply with other Laws or regulations; (iv) Landlord or Landlord's agents have negotiated with the proposed assignee or subtenant with regard to the leasing of space at the Property, at any time within the preceding six (6) months; or (v) any other reasonable basis that Landlord may assert. Landlord's rights under this Section 12.3 shall only be exercised by the City Council, unless Council first delegates such exercise to the City Manager. Additionally, if City Council is unable to meet within the 120-day period for Landlord to make an election in response to the request under the Transfer Notice, due to emergency or for any other reason, then such 120-day period shall extend to the first available City Council meeting at which such request may be agendized for City Council hearing, unless the City Council has already delegated the election to the City Manager.

12.4 **Transfer Premium; Audit.** If Landlord consents to any requested assignment or sublease (each a "**Transfer**") and the assignee or subtenant pays to Tenant an amount in excess of the Rent due under this Lease (after deducting Tenant's reasonable, actual expenses in obtaining such assignment or sublease, such expenses being limited to (a) any Alterations to the subject space made in order to achieve the Transfer, or contributions to the cost thereof, amortized in equal monthly installments over the then remainder of the Term, and (b) any commercially reasonable brokerage commissions, reasonable attorneys' fees and reasonable advertising and marketing costs incurred by Tenant in connection with the Transfer) ("**Transfer Premium**"), then Tenant shall pay fifty percent (50%) of such Transfer Premium to Landlord as and when the payments are received by Tenant. On Landlord's request, Tenant will furnish a complete statement, certified by an independent certified public accountant or Tenant's chief financial officer, describing in detail the computation of any Transfer Premium that Tenant has derived or will derive from the Transfer. If Landlord's independent certified public accountant finds that the Transfer Premium for any Transfer has been understated, Tenant must, within thirty (30) days after demand, pay the deficiency and Landlord's costs of that audit. If Tenant has understated the Transfer Premium by more than ten percent (10%), Landlord may, at its option, declare Tenant in material and incurable default under Section 17 notwithstanding any applicable cure period specified in Section 17.

12.5 Tenant Affiliates. Notwithstanding anything to the contrary contained in Section 12.1, Tenant may, without obtaining the prior consent of (but with prior notice to) Landlord, and without the payment of any amounts pursuant to Section 12.4, sublet or license the use of all or any part of the Premises or assign this Lease to a Tenant Affiliate, provided that (a) Tenant shall give not less than thirty (30) days' prior written notice of such sublet, license, or assignment to Landlord (to the extent such notice is permitted by applicable Law), (b) Tenant shall continue to be fully obligated under this Lease, and (c) any such sublessee, licensee, or assignee shall, in a writing signed by both Landlord and such sublessee, licensee, or assignee, expressly assume and agree to perform all the terms and conditions of this Lease to be performed by Tenant and to use the Premises only for a Permitted Use (but with respect to a sublease, only with respect to that portion of the Premises that is the subject of the sublease and excluding all rental obligations of Tenant hereunder). As used in this Lease, "**Tenant Affiliate**" means (i) an entity controlling, controlled by or under common control with Tenant, (ii) a successor corporation related to Tenant by merger, consolidation, non-bankruptcy reorganization, or government action, or (iii) a purchaser of substantially all of Tenant's assets located in the Premises. A party shall be deemed to "control" another party for purposes of the definition of a Tenant Affiliate (i) only if the first party owns more than fifty percent (50%) of the stock or other beneficial interests of the second party or has the power to direct or cause the direction of the management or policy of the second party, or the first and second party share the same, or substantially the same (defined as a majority of directors on the "controlled" entity's board are also on the other entity's board), board of directors. Within five (5) business days of execution of any such sublease, license, or assignment with a Tenant Affiliate, Tenant shall deliver to Landlord a copy of the fully executed sublease, license or assignment.

12.6 No Release. No Transfer shall release or discharge Tenant from any liability under this Lease, and Tenant shall continue to be fully liable hereunder. Each subtenant or assignee shall agree, in a form reasonably satisfactory to Landlord, to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease. The assignment or sublease agreement, after approval by Landlord, shall not be amended without Landlord's prior written consent, and shall contain a provision directing the assignee or subtenant to pay the rent and other sums due under its assignment or sublease directly to Landlord upon receiving written notice from Landlord that Tenant is in Default under this Lease with respect to the payment of Rent. In the event that, notwithstanding the giving of such notice, Tenant collects any rent or other sums from the assignee or subtenant, then Tenant shall hold such sums in trust for the benefit of Landlord and shall immediately forward the same to Landlord. Landlord's collection of such rent and other sums shall not constitute an acceptance by Landlord of attornment by such assignee or subtenant. Tenant shall deliver to Landlord promptly after execution an executed copy of each Transfer agreement and an agreement of compliance by each such subtenant or assignee.

12.7 Expenses and Attorneys' Fees. Tenant shall pay to Landlord all costs and expenses (including without limitation, the fees of Landlord's counsel) incurred in connection with Landlord's review and processing of documents regarding any proposed Transfer (which under no circumstances shall be less than \$750 per proposed Transfer).

12.8 Limitations on Transfer Reasonable. Tenant acknowledges and agrees that the restrictions, conditions, and limitations imposed by this Section 12 on Tenant's ability to assign or

transfer this Lease or sublet the Premises are, for purposes of California Civil Code Section 1951.4 (as amended) and for all other purposes, reasonable at the time this Lease was entered into and shall be deemed to be reasonable at the time that Tenant seeks to make a Transfer. TENANT HEREBY WAIVES, RELINQUISHES AND RELEASES ANY AND ALL RIGHTS TO DAMAGES OF ANY KIND, OR THE RIGHT TO TERMINATE THIS LEASE UNDER SECTION 1995.310 OF THE CALIFORNIA CIVIL CODE, AND UNDER ALL SIMILAR LAWS NOW OR HEREAFTER IN EFFECT.

13. INDEMNITY AND WAIVER OF CLAIMS.

13.1 Tenant Indemnification. Tenant shall defend, indemnify, and hold harmless Landlord and the Landlord Related Parties from and against all liabilities, obligations, damages, penalties, claims, actions, costs, charges, judgments, orders and expenses (including reasonable attorneys' fees, costs and disbursements) (collectively referred to as "**Losses**"), arising from (a) the use of, or any activity done, permitted or suffered in or about the Premises, (b) any activity done, permitted or suffered by Tenant or any Tenant Related Parties in or about the Building, Premises, Land or Property, (c) any act, omission, neglect, fault, misconduct of Tenant or Tenant Related Parties, or (d) any breach or default in the terms of this Lease by Tenant or Tenant Related Parties, except to the extent such claims arise out of or relate to the gross negligence or willful misconduct of Landlord. If any action or proceeding is brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. As a material part of the consideration to Landlord, Tenant hereby releases Landlord and the Landlord Related Parties from responsibility for, waives its entire claim of recovery for and assumes all risks of (i) damage to property or injury to person in or about the Premises, Building or Land from any cause whatsoever except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Related Parties, or (ii) loss resulting from business interruption or loss of income at the Premises.

13.2 Waiver and Release of Claims. Except in the event of its own gross negligence or willful misconduct, Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord and the Landlord Related Parties for any injury or damage to any person or property occurring or incurred in connection with or in any way relating to the Premises, Building or Land from any cause. Without limiting the foregoing, neither Landlord nor any Landlord Related Party shall be liable for and there shall be no abatement rent for (a) any damage to Tenant's property stored with or entrusted to Landlord or any Landlord Related Party, (b) loss of or damage to any property by theft or any other wrongful or illegal act, or (c) any injury or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or Building or from the pipes, appliances, appurtenance or plumbing works thereof or from the roof, street or surface or from any other place or resulting from dampness or any other cause whatsoever or from the acts or omissions of other tenants, occupants or other visitors to the Premises or Building or from any other cause whatsoever, (d) any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Premises or (e) any latent or other defects in the Premises, Building, Land or Property. Tenant agrees that in no case shall Landlord or any Landlord Related Party be responsible or liable, on any basis or theory, for any injury to Tenant's business, loss of profits, loss of income or any other form of consequential damage. Except as otherwise expressly set forth in this Lease, Tenant and anyone claiming by, through or under

Tenant hereby fully and irrevocably releases Landlord and the Landlord Related Parties from any and all claims that it or they may now have or hereafter acquire against Landlord and/or the Landlord Related Parties for any cost, loss, liability, responsibility, damage, expense, demand, action or cause of action arising from the Premises. This release includes claims of which Tenant is presently unaware of or which Tenant does not presently suspect to exist in its favor which, if known by Tenant, would materially affect Tenant's release. **TENANT SPECIFICALLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:**

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY".

Initials by Tenant: 

13.3 Survival; No Impairment; Fairness. The obligations of Tenant under this Section 13 shall survive any termination of this Lease. The foregoing indemnity obligations shall not relieve any insurance carrier of its obligations under any policies required to be carried by either party pursuant to this Lease, to the extent that such policies cover the peril or currents that results in the claims that is subject to the foregoing indemnity. Tenant agrees that the provisions of this Section 13 were negotiated with Landlord and that Tenant had a fair opportunity to negotiate, accept, reject or modify them.

14. INSURANCE.

14.1 Tenant's Insurance.

(a) Liability Insurance. Tenant shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, or such larger amount as Landlord may prudently require from time to time, covering bodily injury and property damage liability and product liability if a product is sold from the Premises. Each policy of liability insurance required by this Section shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, its partners, property managers and Mortgagees; and (v) name Landlord, Lincoln Property Services and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, as additional insureds in an Additional Insured Endorsement. Such additional insureds shall be provided at least the same extent of coverage as is provided to Tenant under such policies. The additional insured endorsement shall be in a form at least as broad as endorsement form number CG 20 11 01 96 promulgated by the Insurance Services Office.

(b) Personal Property Insurance. Tenant shall maintain in full force and effect on all of its personal property, furniture, furnishings, trade fixtures and equipment from time to time located in, on or upon the Premises ("Tenant's Property"), and any Alterations (as defined in Section 9) in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against all perils, included within the standard form of "all-risk" (i.e., "Special Cause of Loss") fire and casualty insurance policy. Landlord shall have no interest in the insurance upon Tenant's Property or Alterations and will sign all documents reasonably necessary in connection with the settlement of any claims or loss by Tenant. Landlord will not carry insurance on Tenant's Property or Alterations.

(c) Worker's Compensation Insurance; Employer's Liability Insurance. Tenant shall, at Tenant's expense, maintain in full force and effect during the Term of this Lease, worker's compensation insurance with not less than the minimum limits required by law, and employer's liability insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00).

(d) Business Interruption Insurance. Tenant shall, at Tenant's expense, maintain in full force and effect during the Term of this Lease, Business Interruption Insurance with a limit of liability of at least twelve (12) months estimated gross earning, as defined in the standard form of business interruption insurance policy, of Tenant at the Premises, which insurance shall be on an "all risk" basis (or its equivalent).

(e) Automobile Liability. Tenant shall, at Tenant's expense, maintain in full force and effect during the Term of this Lease, Commercial Automobile Liability. Such policy shall be in an amount of not less than One Million Dollars (\$1,000,000.00) combined singled limit.

14.2 Requirements For All Policies. Each policy of insurance required under this Lease shall: (a) be in a form, and written by an insurer, reasonably acceptable to Landlord, (b) be maintained at Tenant's sole cost and expense, and (c) require at least thirty (30) days' written notice to Landlord prior to any cancellation, nonrenewal or modification of insurance coverage. Insurance companies issuing such policies shall have rating classifications of "A-" or better and financial size category ratings of "VII" or better according to the latest edition of the Best Key Rating Guide. All insurance companies issuing such policies shall be admitted carriers licensed to do business in the state where the Property is located. Any deductible amount under such insurance shall not exceed Five Thousand Dollars (\$5,000.00). Tenant shall provide to Landlord, upon request, evidence that the insurance required to be carried by Tenant pursuant to this Lease, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid. Tenant shall, at least thirty (30) days prior to expiration of each policy, furnish Landlord with certificates of renewal thereof and shall provide Landlord with at least thirty days prior written notice of any cancellation or modification.

14.3 Certificates of Insurance. Upon execution of this Lease by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, Tenant shall furnish to Landlord a certificate of insurance reflecting that the insurance required by this Section 14 is in force,

accompanied by an endorsement(s) showing the required additional insureds satisfactory to Landlord in substance and form.

14.4 **Landlord's Insurance.** Landlord may in its sole and absolute discretion maintain property insurance covering the Building (but not covering any Alterations or any of Tenant's Property) with such limits and deductibles as Landlord deems advisable, and such other types of insurance coverage, if any, as it may choose. Any and all insurance policies held by Landlord shall be in excess and not contributing to the insurance required to be maintained by Tenant pursuant to this Lease. The cost of the premiums for the insurance policies held by Landlord shall be an Operating Expense.

15. DAMAGE OR DESTRUCTION.

15.1 **Definitions.** For purposes of this Section 15, the following terms shall have the following meanings:

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises (or Hazardous Material Condition for which Tenant is not responsible), other than Tenant's Property (as defined herein), or Alterations (as defined in Section 9), which can reasonably be repaired in six (6) months or less from the date of the damage or destruction. Landlord shall notify Tenant in writing within thirty (30) days from the date of the damage or destruction as to whether or not the damage is Partial or Total and the estimated time for repairing said damage. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Tenant has the responsibility to repair or replace pursuant to the provisions of Section 11.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises (or Hazardous Material Condition for which Tenant is not responsible), other than Tenant's Property (as defined at Section 15.1(b)), or Alterations (as defined at Section 9), which cannot reasonably be repaired in six (6) months or less from the date of the damage or destruction. Landlord shall notify Tenant in writing within thirty (30) days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Tenant's Property (as defined herein), or Alterations (as defined herein), which was caused by an event required to be covered by the insurance described in this Lease, irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Landlord (excluding Alterations) at the time of the occurrence to their condition existing immediately prior to such occurrence, including demolition, debris removal and upgrading required by the operation of Laws governing the Premises, and without deduction for depreciation.

(e) **"Hazardous Material Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Material (as defined herein) in, on, or under the Premises which requires repair, remediation, or restoration.

15.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, Landlord shall repair such damage (but not Tenant's Property or Alterations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Tenant shall, at Landlord's election, make the repair of any damage or destruction if the total cost to repair is \$10,000 or less, and, in such event, Landlord shall make any applicable insurance proceeds available to Tenant on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, Tenant shall promptly contribute the shortage in proceeds (except as to the deductible which is Tenant's responsibility) as and when required to complete said repairs. In the event such shortage was due to the unique nature of the improvements, so that full replacement cost insurance coverage was not commercially reasonable and available, Landlord shall have no obligation to fully restore the unique aspects of the Premises unless Tenant provides Landlord with the funds to cover same, or adequate assurance thereof, within ten (10) days following receipt of written notice of such shortage and request for funds to cover the shortage. If Landlord receives said funds or adequate assurance of the funds within the ten (10) day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not timely received, Landlord may nevertheless elect by written notice to Tenant within ten (10) days thereafter to: (a) make such restoration and repair as is commercially reasonable with Landlord paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (b) have this Lease terminate thirty (30) days thereafter. Tenant shall not be entitled to reimbursement of any funds contributed by Tenant to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Section 15.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

15.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), Landlord may either: (a) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (b) terminate this Lease by giving written notice to Tenant within thirty (30) days after receipt by Landlord of knowledge of the occurrence of such damage. Such termination shall be effective sixty (60) days following the date of such notice. In the event Landlord elects to terminate this Lease, Tenant shall have the right within ten (10) days after receipt of the termination notice to give written notice to Landlord of Tenant's commitment to pay for the repair of such damage without reimbursement from Landlord. Tenant shall provide Landlord with said funds or satisfactory assurance thereof within thirty (30) days after making such commitment. In such event this Lease shall continue in full force and effect, and Landlord shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Tenant does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

15.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate sixty (60) days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Tenant, Landlord shall have the right to recover Landlord's damages from Tenant.

15.5 Damage Near End of Term. If at any time during the last six (6) months of this Lease Term (or the last 6 months of any Renewal Term) there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Landlord may terminate this Lease effective sixty (60) days following the date of occurrence of such damage by giving a written termination notice to Tenant within thirty (30) days after the date of occurrence of such damage. Notwithstanding the foregoing, if Tenant at that time has an exercisable option to extend this Lease or to purchase the Premises, then Tenant may preserve this Lease by (a) exercising such option and (b) providing Landlord with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is ten (10) days after Tenant's receipt of Landlord's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Tenant duly exercises such option during such period and provides Landlord with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Landlord shall, at Landlord's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Tenant fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Tenant's option shall be extinguished.

15.6 Abatement of Rent. In the event of Premises Partial Damage, Premises Total Destruction or Hazardous Material Condition for which Tenant is not responsible under this Lease, the Rent payable by Tenant for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired, and such abatement shall be Tenant's sole remedy for such impairment of use. All other obligations of Tenant under this Lease shall be performed by Tenant, and Landlord shall have no liability for any such damage, destruction, Hazardous Material Condition, remediation, repair or restoration except as otherwise provided herein.

15.7 Waiver of Statutory Termination Rights. The provisions of this Lease, including this Section 15, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises or the Building. TENANT HEREBY WAIVES ANY COMMON LAW OR STATUTE OF THE STATE OF CALIFORNIA, INCLUDING, WITHOUT LIMITATION, CALIFORNIA CIVIL CODE §§ 1932(2), 1933(4), 1941 AND 1942, WITH RESPECT TO ANY RIGHTS OR OBLIGATIONS CONCERNING DAMAGE OR DESTRUCTION IN THE ABSENCE OF AN EXPRESS AGREEMENT BETWEEN THE PARTIES. COMMON LAW OR ANY OTHER STATUTE, NOW OR HEREAFTER IN EFFECT, SHALL HAVE NO APPLICATION TO ANY DAMAGE, DESTRUCTION, OR CASUALTY TO ALL OR ANY PART OF THE PREMISES OR THE BUILDING.

16. CONDEMNATION.

If the whole or if any material part of the Premises or Building is taken or condemned for any public or quasi-public use under either state or federal law, by eminent domain or purchase in lieu thereof (a "Taking"), and (a) such Taking renders the Premises or Building unsuitable, in Landlord's reasonable opinion, for the purposes for which they were constructed; or (b) the Premises or Building cannot be repaired, restored or replaced at reasonable expense to an economically profitable unit, then Landlord may, at its option,

terminate this Lease as of the date possession vests in the condemning party. If twenty-five percent (25%) or more of the Premises is taken and if the Premises remaining after such Taking and any repairs by Landlord would be untenantable (in Tenant's reasonable opinion) for the conduct of Tenant's business operations, Tenant shall have the right to terminate this Lease as of the date possession vests in the condemning party. The terminating party shall provide written notice of termination to the other party within thirty (30) days after it first receives notice of the Taking. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. If this Lease is not terminated, Base Rent shall be appropriately adjusted to account for any reduction in the square footage of the Premises. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking. Landlord shall be entitled to any and all compensation, damages, income, rent, awards or any interest thereon which may be paid or made in connection with any such Taking, and Tenant shall have no claim against Landlord for the value of any expired term of this Lease or otherwise; provided, however, that Tenant shall be entitled to receive any award separately allocated by the condemning authority to Tenant for Tenant's relocation expenses, the value of Tenant's fixture, equipment and personal property (specifically excluding components of the Premises which under this Lease or by law are or at the expiration of the Term will become the property of Landlord, including, without limitation, fixtures and Alterations), or Tenant's loss of business goodwill, provided that such award does not reduce any award otherwise allocable or payable to Landlord. TENANT HEREBY WAIVES ANY AND ALL RIGHTS IT MIGHT OTHERWISE HAVE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE §§ 1265.110-1265.160 AND ANY OTHER LAW OR COMMON LAW WITH RESPECT TO TERMINATION RIGHTS UPON A TAKING OF ALL OR ANY PART OF THE PREMISES OR THE PROPERTY.

17. DEFAULT.

17.1 Events of Default. The occurrence of any of the following shall constitute a material "Default" by Tenant:

- (a) Tenant fails to make any payment of Rent when due, or any amount required to replenish the security deposit, if payment in full is not received by Landlord within three (3) days after written notice that it is past due; provided, however, with respect to payments of Base Rent, Tenant shall only be entitled to one such notice and cure period during any twelve (12)-month period.
- (b) Tenant abandons the Premises as defined in Section 1951.3 of the California Civil Code.
- (c) Tenant fails timely to deliver any subordination document or estoppel certificate requested by Landlord within the applicable time period specified in this Lease.
- (d) Tenant violates the restrictions on Transfer as set forth in this Lease.

(e) Tenant ceases doing business as a going concern; makes an assignment for the benefit of creditors; is adjudicated an insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights; all or substantially all of Tenant's assets are subject to judicial seizure or attachment and are not released within thirty (30) days; or Tenant consents to or acquiesces in the appointment of a trustee, receiver or liquidator for Tenant or for all or any substantial part of Tenant's assets.

(f) Tenant fails to perform or comply with any provision of this Lease other than those described in (a) through (e) above, and does not fully cure such failure within fifteen (15) days after notice to Tenant or, if such failure cannot be cured within such fifteen (15)-day period, Tenant fails within such fifteen (15)-day period to commence, and thereafter diligently proceed with, all actions necessary to cure such failure as soon as reasonably possible but in all events within ninety (90) days of such notice.

17.2 Remedies. Upon the occurrence of any Default under this Lease, whether enumerated in this Lease or not, Landlord shall have the option to pursue any one or more of the following remedies without any notice (except as expressly prescribed herein) or demand whatsoever.

(a) Terminate this Lease and Tenant's right to possession of the Premises and recover from Tenant an award of damages equal to the sum of the following:

(i) The Worth at the Time of Award of the unpaid Rent which had been earned at the time of termination;

(ii) 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 Rent loss that Tenant affirmatively proves could have been reasonably avoided;

(iii) 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 Rent loss that Tenant affirmatively proves could be reasonably avoided discounted to the then present value;

(iv) Any other amount necessary to compensate Landlord for all the detriment either proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(v) All such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law.

The "Worth at the Time of Award" of the amounts referred to in parts (i) and (ii) above, shall be computed by allowing interest at the lesser of a per annum rate equal to: (A) the greatest per annum rate of interest permitted from time to time under applicable law, or (B) the Prime Rate plus 5% as determined by Landlord, and as referred to in part (iii) above, shall be computed by

discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

(b) Employ the remedy described in California Civil Code §1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Notwithstanding Landlord's exercise of the remedy described in California Civil Code §1951.4 in respect of an event or events of Default, at such time thereafter as Landlord may elect in writing, to terminate this Lease and Tenant's right to possession of the Premises and recover an award of damages as provided above.

17.3 No Waiver. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No waiver by Landlord of any breach hereof shall be effective unless such waiver is in writing and signed by Landlord.

17.4 Waiver of Redemption, Reinstatement, or Restoration. Tenant hereby waives any and all rights conferred by Section 3275 of the Civil Code of California and by Sections 1174(c) and 1179 of the Code of Civil Procedure of California and any and all other laws and rules of law from time to time in effect during the Lease Term or thereafter providing that Tenant shall have any right to redeem, reinstate or restore this Lease following its termination as a result of Tenant's breach.

17.5 Remedies Cumulative. No right or remedy conferred upon or reserved to Landlord in this Lease is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Lease or now or hereafter existing by agreement, applicable Law or in equity. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable Law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies provided in this Lease upon an event of Default shall not be deemed or construed to constitute a waiver of such Default.

17.6 Landlord's Right to Perform Tenant's Obligations. If Tenant is in Default of any of its obligations under this Lease, in addition to the other rights and remedies of Landlord provided in this Lease, then Landlord may at Landlord's option, but without any obligation to do so and without further notice to Tenant, perform any such term, provision, covenant or condition and Landlord by reason of doing so shall not be liable or responsible for any loss or damage thereby sustained by Tenant. If Landlord performs any of Tenant's obligations in accordance with this Section 17.6, the full amount of the costs and expense incurred or the amount of the loss so sustained shall be immediately be owed by Tenant to Landlord, and Tenant shall promptly pay to Landlord upon demand, as Additional Rent, the full amount thereof with interest thereon from the day of payment by Landlord at the Interest Rate.

17.7 Replacement of Statutory Notice Requirements. Whenever this Lease requires service of a notice, that notice will replace rather than supplement any equivalent or similar statutory notice, including any notices required by California Code of Civil Procedure Sections 1161 et seq. or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by this Lease will replace and satisfy the statutory service-of-notice procedures, including those required by California Code of Civil Procedure Sections 1162 et seq. or any similar or successor statute. Without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of Rent or other obligations, and waives any and all other notices or demand requirements imposed by applicable Law, including but not limited to California Code of Civil Procedure Sections 1161 et seq.

17.8 Severability. This Section 17 shall be enforceable to the maximum extent such enforcement is not prohibited by applicable Law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion.

17.9 Landlord's Default; Time Limit for Action. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord specifying the details of Landlord's failure to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its cure, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to damages and/or an injunction. Tenant hereby waives its right to recover consequential damages (including, but not limited to, lost profits) or punitive damages arising out of a Landlord default. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of a Force Majeure Event, and the time for Landlord's performance shall be extended for the period of any such delay. ANY CLAIM, DEMAND, RIGHT OR DEFENSE BY TENANT THAT ARISES OUT OF THIS LEASE OR THE NEGOTIATIONS WHICH PRECEDED THIS LEASE SHALL BE BARRED UNLESS TENANT COMMENCES AN ACTION THEREON, OR INTERPOSES A DEFENSE BY REASON THEREOF, WITHIN SIX (6) MONTHS AFTER THE DATE OF THE INACTION, OMISSION, EVENT OR ACTION THAT GAVE RISE TO SUCH CLAIM, DEMAND, RIGHT OR DEFENSE.

18. LIMITATION OF LIABILITY.

Notwithstanding anything to the contrary contained in this Lease, the liability of Landlord (and of any successor landlord) shall be governed by applicable state and federal laws for so long as Landlord is a public entity and, at any time thereafter, shall be limited to the net interest of Landlord in the Building as the same may from time to time be encumbered. Tenant shall look solely to Landlord's interest in the Building for the recovery of any judgment, writ or other charge. Neither Landlord nor any Landlord Related Party shall be personally liable for any judgment, writ or other charge or deficiency or otherwise personally liable in any way or named as a party in any lawsuit with respect to this Lease, and in no event shall Landlord or any Landlord Related Party be liable to Tenant for any lost profit, damage to or loss of business or a

form of special, indirect or consequential damage. Before filing suit for an alleged default by Landlord, Tenant shall give Landlord and the Mortgagee(s) whom Tenant has been notified hold Mortgages (defined in Article 22 below), notice and reasonable time to cure the alleged default.

19. SURRENDER OF PREMISES.

At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's property from the Premises including any furniture, fixtures, systems, equipment and cabling installed by or for the benefit of Tenant, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder (if any) excepted. Landlord may, by notice to Tenant not less than sixty (60) days prior to the Expiration Date (except in the event of a termination of this Lease prior to the scheduled Expiration Date, in which event no advance notice shall be required) require Tenant, at Tenant's expense, to remove any Alterations (except as otherwise specifically provided in this Lease) and repair any damage caused by such removal. If Tenant fails to remove any of Tenant's property, or to restore the Premises to the required condition, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's property and/or perform such restoration of the Premises. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred plus interest at the Interest Rate from the date Landlord incurred the charges. If Tenant fails to remove Tenant's property from the Premises or storage, within thirty (30) days after notice, Landlord may deem all or any part of Tenant's property to be abandoned and, at Landlord's option, title to Tenant's property shall vest in Landlord or Landlord may dispose of Tenant's property in any manner Landlord deems appropriate. **WITH RESPECT TO ANY TENANT OWNED PROPERTY THAT TENANT ELECTS TO LEAVE IN THE PREMISES, TENANT WAIVES ANY AND ALL RIGHTS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE §§ 1980 ET SEQ. AND 1993 ET SEQ. AND SECTION 1174 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. TENANT FURTHER WAIVES AND RELEASES LANDLORD FROM ANY CLAIM OR LIABILITY IN CONNECTION WITH THE REMOVAL OF SUCH PROPERTY FROM THE PREMISES AND THE STORAGE THEREOF. TENANT'S OBLIGATIONS UNDER THIS SECTION 19 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.**

20. HOLDING OVER.

If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, Tenant's occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay Landlord a monthly amount (without reduction for partial months during the holdover) equal to 200% of the sum of the Base Rent in effect for the month immediately preceding the holdover. No holding over by Tenant shall operate to extend the Term. If Tenant does not surrender possession at the end of the Term or sooner termination of this Lease, Tenant shall indemnify and hold Landlord harmless from and against any and all losses or liability resulting from delay in Tenant so surrendering the Premises including, without limitations, any loss or liability resulting from any claim against Landlord made by any succeeding tenant or prospective tenant founded on or resulting from such delay. Any holding over by Tenant with

the written consent of Landlord shall thereafter constitute a lease from month to month. THE PARTIES HEREBY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE § 1945.

21. MORTGAGES.

21.1 Subordination to Mortgages. This Lease shall be automatically subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) and any other hypothecation or security now existing or subsequently arising placed upon the Premises or any building thereon (each referred to as a “**Mortgage**”), and to any other agreements or covenants running with the land now existing or subsequently arising, and to all renewals, modifications, refinancing and extensions of any of the foregoing. The party having the benefit of a Mortgage shall be referred to as a “**Mortgagee**”. This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall, within ten (10) days written request from Landlord, execute a commercially reasonable subordination agreement in favor of the Mortgagee. Landlord shall use commercially reasonable efforts to obtain for Tenant a non-disturbance provision in any such subordination agreement. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant, shall attorn to any successor to Landlord’s interest in this Lease.

21.2 Mortgage Protection. Tenant shall give any Mortgagee, in accordance with the notice requirements of this Lease, at the same time as it is given to Landlord, a copy of any notices of default given to Landlord, provided that, prior to such notice, Tenant has been notified in writing (by way of notice of assignment of rent and leases, or otherwise) of the existence and address of such Mortgagee. Tenant further agrees that, if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Mortgagee shall have an additional reasonable period of time within which to cure such default, or if such default cannot be cured without Mortgagee pursuing its remedies against Landlord, then Mortgagee shall have such additional time as may be necessary to commence and complete a foreclosure proceeding. If, in connection with obtaining financing, Landlord’s lender shall request reasonable modifications to this Lease as a condition to such financing, Tenant shall not unreasonably withhold, delay or defer its consent to such modifications, provided that such modifications do not materially adversely affect Tenant’s rights or increase Tenant’s obligations under this Lease.

22. TENANT’S ESTOPPEL CERTIFICATE.

Within ten (10) days after written request therefor, Tenant shall execute and deliver to Landlord, in a form provided by or satisfactory to Landlord, an estoppel certificate stating, that this Lease is in full force and effect, describing any amendments or modifications thereto, acknowledging that this Lease is subordinate or prior, as the case may be, to any Mortgage and stating any other information Landlord may reasonably request, including the Term, the monthly Base Rent, the date to which Rent has been paid, the amount of any security deposit or prepaid rent, whether either party hereto is in default under the terms of the Lease, and whether Landlord has completed any construction obligations under this Lease. Any such estoppel certificate may be relied upon by any person or entity purchasing, acquiring an interest in or extending finance with respect to the Building, or any part thereof. If Tenant fails to provide such certificate within the ten (10) days, such failure shall at Landlord’s election, constitute a Default and Tenant shall be deemed to have given such certificate as above provided without modification and shall be

deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee or deed of trust holder.

23. RELOCATION.

Landlord shall have the right to relocate the entire Premises upon all the following terms, covenants and conditions: (a) Landlord shall have the right to relocate the Premises on not less than ninety (90) days prior written notice given to Tenant at any time during the Term or any extension or renewal thereof; (b) the relocated Premises must be of substantially comparable size to the initial Premises; (c) if Tenant has not occupied the Premises, Landlord shall reimburse Tenant for (i) the necessary and reasonable costs incurred by Tenant in planning for the space of the initial Premises which have been previously improved by Landlord and have no benefit to Tenant in the relocation Premises and (ii) such other costs as Tenant may incur as a direct result of relocation which have been previously approved by Landlord; (d) if Tenant is occupying the Premises at the time Landlord gives notices of any such relocation, Landlord shall pay the cost of moving Tenant, its property and equipment to the relocated Premises and shall, without cost or expense to Tenant, improve the new Premises with improvements substantially similar to those located in the space Tenant is to vacate; and (e) all of the other terms, covenants, and conditions of this Lease shall remain unchanged and in full force and effect, except that the Basic Lease Information shall be revised (i) to identify the location of the Premises after such relocation; and (ii) state the new rentable square feet of the new Premises, Base Rent and Security Deposit relative to the relocated Premises.

24. NOTICE.

All notices shall be in writing and (i) delivered by hand, (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service, or (iii) sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in the Basic Lease Information ("Notice Address"). Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address. Any notice shall be deemed personally delivered to Tenant on the date the notice is personally delivered to any employee of Tenant at the Premises. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by such party.

25. LABOR PROVISIONS.

25.1 Equal Opportunity. During the Term, and with respect to person(s) in or at the Building or Premises or employment or employees at the Premises, Tenant agrees as follows:

(a) Tenant will not discriminate against any guest, visitor, invitee, customer, employee of Tenant or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status. The employees of Tenant shall be treated without regard to their employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment, upgrading demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, notices to be provided by the applicable government agencies, setting forth the provisions of this nondiscrimination provision.

(b) Tenant will, in all solicitations or advertisements for employees placed by or on behalf of Tenant, state that all qualified applicants will receive consideration for employment without regard to employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status.

(c) Tenant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of Tenant's commitments under this Equal Opportunity Clause, and Tenant shall post copies of the notice in conspicuous places available to employees and applications for employment.

(d) Tenant, through any approved sublease, shall require each of its subtenants to comply with the nondiscrimination provisions contained in this Section 26.1.

25.2 Convict Labor. In connection with the performance of work required by this Lease, Tenant agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

25.3 Prevailing Wages and Related Requirements. Tenant acknowledges the Premises are [within a public building *or* located on public property *or* for the beneficial use of the public] and, as such, alterations, improvements or additions ("Alterations") are subject to the payment of prevailing wage under the provisions of the California Labor Code and Section 2-67 of the Alameda Municipal Code. Tenant further acknowledges and agrees any Alterations made by or on behalf of Tenant to the Premises, or any portion thereof, which are paid for in whole or in part by Landlord or which are considered to have been paid for in whole or in part by Landlord (e.g. by virtue of any rents that are reduced, waived or forgiven) will constitute "public works," as that term is defined in California Labor Code section 1720, subject to prevailing wage requirements. In such case, the following shall apply:

(a) Tenant shall comply with any applicable laws, rules and regulations related to construction wages and other construction matters, if and to the extent applicable to the Premises after the Commencement Date including, but not limited to: (i) paying prevailing wages in the construction of any Alterations as those wages are determined pursuant to Labor Code Sections 1720 et seq.; (ii) employing apprentices as required by Labor Code

Sections 1777.5 et seq.; (iii) complying with the other applicable provisions of Labor Code Sections 1720 et seq., 1725.5, 1771, 1771.1, 1771.4, 1776, 1777.5 et seq., and 1810-1815; (iv) implementing the regulations of the Department of Industrial Relations (the "DIR") for all such Labor Code sections; and (v) complying with Section 2-67 of the Alameda Municipal Code for payment of prevailing wages.

(b) From and after the Commencement Date, Tenant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to Landlord) the Landlord Related Parties against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Tenant and its contractors) to (i) pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., (2) to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., (iii) to require any contractor or subcontractor listed on a bid proposal for a public works project be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, (iv) to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1725.5, 1771, 1771.1, 1771.4, 1776, 1777.5 et seq., and 1810-1815; (iv) to meet the conditions of Section 1771.4 of the Labor Code, to require the general contractor for any prevailing wage work to furnish electronic certified payroll records directly to the Labor Commissioner at: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>, and/or (v) to comply with any other regulation related to public contracts. Tenant's obligation to indemnify, defend and hold harmless under this Section 26.3 shall survive termination of this Lease, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action.

(c) Notwithstanding anything to the contrary, the requirements of this Section 26.3 shall not apply to properties leased within Alameda Point (i) where Tenant is making improvements valued at less than \$100,000.00, or (ii) where the existing lease has an effective date prior to August 2, 2012.

26. MISCELLANEOUS.

26.1 Governing Law. This Lease shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

Surplus Land Act. The City has reviewed the terms of the Lease for the Premises in accordance with the terms, provisions and requirements of the California Surplus Land Act (California Government Code Sections 54220-54233) (the "SLA"). The Lease does not constitute a disposition of the Premises for purposes of the SLA pursuant to Government Code Section 54221(d)(2)(A) because the term of the Lease is for a period of less than 15 years, and 54221(d)(2)(B) because no construction or demolition would occur on the Premises under the Lease. Therefore, this Lease is not subject to the SLA.

26.2 Severability. If any section, term or provision of this Lease is held invalid by a court of competent jurisdiction, all other sections, terms or severable provisions of this Lease shall not be affected thereby, but shall remain in full force and effect.

26.3 No Recovery of Attorney's Fees or Costs. In the event of any litigation or administrative or arbitration proceeding relating to this Lease, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

26.4 Force Majeure Events. If a party's performance of an obligation under this Lease is prevented or delayed due to a Force Majeure Event (defined below), the period of time for the performance of such obligation shall be extended by the number of days that the performance is actually prevented or delayed by the Force Majeure Event. Notwithstanding anything to the contrary in this Lease, no Force Majeure Event shall (1) excuse or delay Tenant's obligations to timely pay rent (including Base Rent) or other charges as and when due pursuant to this Lease, (2) be grounds for Tenant to abate any portion of rent (including, Base Rent) due pursuant to this Lease, (3) entitle either Party to terminate this Lease, or (4) excuse Tenant's obligations to timely maintain the insurance required by this Lease. "**Force Majeure Event**" means strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, civil commotions, casualty, actual public health emergency (including epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, orders, declarations or restrictions (including (i) any states of emergency and quarantines imposed by a governmental entity or agency, and (ii) any government imposed shelter-in-place orders, stay at home orders and/or restrictions on travel related thereto that preclude Tenant, its agents, contractors or its employees from accessing the Premises), breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform regardless of whether such other causes are foreseeable or unforeseeable. TENANT HEREBY WAIVES ANY AND ALL RIGHTS IT MIGHT OTHERWISE HAVE PURSUANT TO SECTION 1511 OF THE CALIFORNIA CIVIL CODE, AND HEREBY AGREES THAT THIS SECTION 27.5 IS AN EXPRESS PROVISION TO THE CONTRARY.

26.5 Right to Lease, Sell. Landlord reserves the absolute right to allow such other tenancies in the Building and Property as Landlord in its sole discretion shall determine, and Tenant is not relying on any representation that any specific tenant, type of tenant or number of tenants will occupy the Building or Property. Landlord shall have the right to sell, transfer and assign any or all of its rights and obligations in and to this Lease, the Building and/or the Property. Upon such sale, transfer or assignment, Landlord shall automatically be released from any and all further obligations under this Lease and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations

26.6 Signs. Tenant shall not place any sign upon the Premises without Landlord's prior written consent. All signage shall comply with Landlord's signage design criteria, as exist from time to time. In addition, any style, size, materials and attachment method of any such signage shall be subject to Landlord's prior written consent. The installation of any sign on the Premises by or for Tenant shall be subject to the provisions of this Lease. Tenant shall maintain any such signs installed on the Premises. Unless otherwise expressly agreed, Landlord reserves the right

to install, and retain all revenues from the installation of, such advertising signs on the Premises, including the roof, as do not unreasonably interfere with the conduct of Tenant's business.

26.7 Brokers. Landlord and Tenant each represents and warrants to the other that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker except the Broker(s) specified in the Basic Lease Information in the negotiating or making of this Lease. Each party agrees to indemnify, defend and hold harmless the other from any claim or claims, and costs and expenses, including attorneys' fees, incurred by the indemnified party in conjunction with any such claim or claims of any other broker or brokers to a commission in connection with this Lease as a result of the actions of the indemnifying party. Provided that this Lease is fully executed by all parties, Landlord shall pay any commission that may be due to Landlord's Broker pursuant to a separate written agreement between Landlord and Landlord's Broker, and Landlord's Broker shall be responsible for any fee or commission payable to Tenant's Broker, if any. No broker or agent is a party to or third-party beneficiary of this Lease or has any right to enforce any provision of this Lease.

26.8 Access by Landlord. In addition to access provided by this Lease, Landlord shall be allowed access to the Premises at all reasonable times throughout the term of this Lease, for any reasonable purpose upon prior written notice to Tenant. Landlord will normally give Tenant a minimum of twenty-four (24) hours prior notice of an intention to enter the Premises, unless the entry is reasonably required on an emergency basis for health, safety, environmental, operations or security purposes. Tenant shall ensure that a telephone roster is maintained at all times for on-call persons representing Tenant who will be available on short notice, 24 hours a day, 365 days per year, and have authority to use all keys necessary to gain access to the Premises to facilitate entry in time of emergency. Tenant shall ensure that Landlord has a current roster of such on-call personnel and their phone numbers. Tenant shall not change any existing locks, or attach any additional locks or similar devices to any door or window, without providing a set of all keys to Landlord. All keys must be returned to Landlord at the expiration or termination of this Lease. Tenant shall have no claim against Landlord for exercise of its rights of access hereunder. Portions of the utilities systems serving the former Naval Air Station Alameda may be located within the Building or Premises. Tenant agrees to allow Landlord and its utility supplier reasonable access to the Premises for operation, maintenance, repair and replacement of these utilities systems as may be required. In executing operation, maintenance, repair or replacement of these systems, Landlord agrees to take commercially reasonable steps to limit interference with the use of the Premises by Tenant.

26.9 Waiver of Right to Jury Trial. Landlord and Tenant waive their respective rights to trial by jury of any contract or tort claim, counterclaim, cross-complaint, or cause of action in any action, proceeding, or hearing brought by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Premises, including without limitation any claim of injury or damage or the enforcement of any remedy under any current or future law, statute, regulation, code, or ordinance. Landlord and Tenant agree that this paragraph constitutes a written consent to waiver of trial by jury within the meaning of California Code of Civil Procedure Section 631(f)(2), and Tenant does hereby authorize and empower Landlord to file this paragraph and/or this Lease, as required, with the clerk or judge of any court of competent jurisdiction as a written consent to waiver of jury trial. If the waiver set forth in this Section 27.10 is determined by any

court to be invalid because it was executed prior to the commencement of any action, then Landlord and Tenant each covenant and agree to execute and deliver to the other, within five (5) days of a written request by the other, a waiver of the right to trial by jury similar in terms and scope to the waiver set forth in this Section 27.10 at such time following the commencement of such action as such waiver , if then made, would be valid.

26.10 Recordation. Neither this Lease, nor any memorandum, affidavit nor other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. Any recording in violation of this provision shall make this Lease null and void at Landlord's election.

26.11 Headings; Gender; Exhibits. Any captions or headings used in this Lease are for convenience only and do not define or limit the scope of this Lease. In this Lease, the singular includes the plural and vice versa whenever the context so requires, and the use of any gender shall include all genders. All exhibits attached to this Lease are incorporated herein by this reference.

26.12 Authority. Tenant is a corporation, trust, limited liability company, partnership, association or other entity. Tenant, and each individual executing this Lease on behalf of such entity, represents and warrants that (a) such entity is duly formed and validly existing under the laws of its state of origin and qualified to do business in California, (b) such individual is duly authorized to execute and deliver this Lease on behalf of such entity, and (c) such entity is duly authorized to enter into this Lease and this Lease is enforceable against such entity in accordance with its terms. Tenant shall deliver to Landlord upon demand evidence of such authority satisfactory to Landlord.

26.13 Quiet Possession. Upon Tenant's payment of Rent and observing and performing all other terms, covenants, obligations and provisions of this Lease, and subject to Landlord's rights under this Lease, Tenant shall have quiet possession of the Premises throughout the Term.

26.14 Asbestos Notification for Commercial Property Constructed Before 1979. Tenant acknowledges that Landlord has advised Tenant that, because of their age, any buildings constructed at the Premises before 1979 may contain asbestos-containing materials ("ACMs"). If Tenant undertakes any Alterations or repairs to the Premises, Tenant shall, in addition to complying with the requirements of this Lease, undertake the Alterations or repairs in a manner that avoids disturbing any ACMs present at the Premises. If ACMs are likely to be disturbed in the course of such work, Tenant shall encapsulate or remove the ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Hazardous Materials Laws, including giving all notices required by the California Health & Safety Code including Sections 25915-25919.7.

26.15 Lead Warning Statement. Tenant acknowledges that Landlord has advised Tenant that any buildings built before 1978 may contain lead-based paints ("LBP"). Lead from paint, paint chips and dust can pose health hazards if not managed properly. Subject to Section 9 of this Lease, Tenant may at its sole cost and expense, have a state certified LBP Inspector complete a

LBP inspection and abatement and provide an abatement certification to Landlord. Landlord has no specific knowledge of the presence of lead-based paint in the Premises.

26.16 OFAC Certification. Tenant represents, warrants and covenants that: (a) Tenant and its principals are not acting, and will not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "**Specially Designated and Blocked Person**" or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (b) Tenant acknowledges that the breach of this representation, warranty and covenant by Tenant shall be an immediate Default under the Lease.

26.17 Certified Access Specialist Disclosure. Inspection by Certified Access Specialist. Landlord discloses that the Premises have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code (“Civil Code”) Section 1938 subsection (e) which provides: “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.” Pursuant to Civil Code Section 1938(e), Tenant acknowledges and agrees if Tenant wishes to have the Premises inspected by a CASp: (i) Tenant must notify Landlord on or before the date when Tenant executes this Lease pursuant to the election below; (ii) Tenant shall, at its cost, retain a CASp approved by Landlord (provided that Landlord may designate the CASp, at Landlord’s option) to perform the inspection of the Premises at a time agreed upon by the parties; (iii) the inspection must be scheduled through Landlord and in coordination with the property manager of the Premises (if any); (iv) Tenant shall promptly complete at its sole cost any repairs or modifications necessary to correct any violation of construction-related accessibility standards that are noted in the CASp report; and (v) Tenant must provide a copy of the CASp report to Landlord on completion. Tenant agrees to keep the information in the CASp Report confidential except as necessary for Tenant to complete such modifications. By initialing below, Tenant represents that:

Tenant waives its right to a CASp inspection of the Premises Initials: _____

26.18 Time of the Essence. Time is of the essence for this Lease and each of its provisions.

26.19 Entire Agreement; Amendment; Interpretation. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. This Lease may be not amended except by an agreement in writing signed by both

Landlord and Tenant or their respective successors-in-interest. This Lease shall be interpreted as if it was prepared by both parties and ambiguities shall not be resolved in favor of one party because all or a portion of this Lease was prepared by the other party.

26.20 Rules and Regulations. Tenant shall faithfully observe and comply with the non-discriminatory rules and regulations attached hereto as **Exhibit F** and incorporated herein by this reference, as the same may be modified from time to time by Landlord in its sole and absolute discretion. Any additions or modifications to those rules shall be binding upon Tenant upon Landlord's delivery of a copy to Tenant.

26.21 Financial Statement. Within thirty (30) days after Landlord's written request, Tenant shall deliver to Landlord the then current financial statements of Tenant, including a balance sheet and profit and loss statement for the most recent prior year, all prepared in accordance with generally accepted accounting principles consistently applied and shall be certified as accurate in all material respects by an officer of Tenant.

26.22 Relocation Benefits. Tenant acknowledges that upon the expiration or earlier termination of this Lease, for any reason other than a Taking as defined at Section 16, Tenant shall not be a displaced person, and therefore waives any and all claims for relocation benefits, assistances and/or payments under Government Code Sections 7260 et seq., 25 California Code of Regulations Sections 600 et seq., 42 U.S.C. 4601 et seq., 29 C.F.R. Sections 121 et seq. and 49 C.F.R Sections 24.1 et seq. (collectively the "**Relocation Assistance Laws**"). Any Relocation of the Premises pursuant to Section 23 of this Lease shall be governed by the terms of this Lease and not the Relocation Assistance Laws. Tenant further acknowledges and agrees that upon the expiration or earlier termination of this Lease for any reason, other than a Taking, no claim shall arise, nor shall Tenant assert any claim for loss of business goodwill (as that term is defined at CCP §1263.510) and no compensation for loss of business goodwill shall be paid by Landlord.

26.23 Alameda NAS Historic District. Tenant acknowledges that the Building is located within the NAS Alameda Historic District and has been designated as contributing to the Historic District. In granting, denying or conditioning its consent to any Alterations in accordance with this Lease or the placement of any signs in accordance with Section 27.7, Landlord's decision will be guided by the terms and conditions of the City's Historic Preservation Ordinance and other planning and regulatory documents governing properties located within the NAS Alameda Historic District.

26.24 Subdivision and Development of Property. Tenant acknowledges that, without any form of representation or warranty, Landlord (or its successor) may cause the Property to be subdivided or existing parcels to be assembled to facilitate the sale, development or redevelopment of portions of Property which may or may not include those portions of the Property upon which the Premises are located. Such activities may require the reservation of easements for utilities and access to adjacent properties or buildings. As a material inducement for Landlord to enter into this Lease, Tenant agrees not to take any actions, oral or in writing, in opposition to such activities or the planning thereof by Landlord (or its successor) unless such activity threatens to materially disrupt Tenant's rights under this Lease.

26.25 Environmental and Planning Documents. Tenant acknowledges that its use of the Premises and any Alterations thereto shall comply with the terms, conditions and requirements of: (a) the Environmental Impact Report for Alameda Point and the Mitigation Monitoring and Reporting Program adopted pursuant thereto; (b) the Master Infrastructure Plan; (c) the Town Center and Waterfront Precise Plan (as applicable); and (d) the Alameda Point Transportation Demand Management Plan. Compliance with the foregoing may include the preparation of a Compliance Strategy consistent with the Transportation Demand Management Plan and payment of transportation program fees.

26.26 Easements. Landlord reserves to itself the right, from time to time, to grant such easements, rights and dedications that Landlord deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant shall sign any of the aforementioned documents within ten (10) days after Landlord's request and Tenant's failure to do so shall constitute a material default by Tenant. The obstruction of Tenant's view, air, or light by any structure erected in the vicinity of the Property, whether by Landlord or third parties, shall in no way affect this Lease or impose any liability upon Landlord.

26.27 Transportation Management. Tenant shall fully comply with all present or future programs implemented or required by any governmental or quasi-governmental entity or Landlord to manage parking, transportation, air pollution, or traffic in and around the Premises or the area in which the Premises is located.

26.28 Multiple Parties. If more than one person or entity is named as Tenant, the obligations of Tenant shall be the joint and several responsibility of all persons and entities named as Tenant. Service of a notice in accordance with this Lease on one Tenant shall be deemed service of notice on all Tenants.

26.29 Landlord's Lien and Security Interest. Tenant unconditionally grants to Landlord a continuing lien and security interest in and to all personal property of Tenant located at the Premises, the security deposit, any advance rent payment or other deposit now or hereafter in the control of Landlord, and any profits or proceeds from any of the foregoing property. This security interest secures payment and performance of all obligations of Tenant under this Lease, and constitutes a security agreement under the laws of the State of California. In the event of a default under this Lease which is not cured within the applicable grace period, if any, Landlord shall be entitled to all the rights, powers and remedies granted a secured party under the Uniform Commercial Code in effect in the State of California and otherwise available at law or in equity, without additional notice or demand regarding this security interest. Tenant agrees that it will execute such other documents or instruments as may be reasonably necessary to carry out the purpose of this paragraph, including without limitation a UCC 1 financing statement. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant and, at Landlord's option, Landlord shall have the right to execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact, and Landlord shall have the right to execute such documents in Tenant's name. Landlord's rights under this paragraph are in addition to Landlord's other rights under this Lease.

26.30 Mold. Landlord shall not be liable for any loss, damage or personal injury suffered by Tenant or any Tenant Related Parties due to the presence of mold in or around the Premises. It shall be Tenant's responsibility to take necessary measures to prevent mold from accumulating within the Premises, including, but not limited to, the following: (i) maintaining appropriate climate control within the Premises; (ii) maintaining the cleanliness of the Premises; (iii) removing visible moisture accumulations on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible; and (iv) not blocking or covering any heating, ventilating or air conditioning ducts within the Premises. Tenant shall report immediately in writing to Landlord any evidence of mold, a water leak or excessive moisture within the Premises or the Building. Should Tenant desire a mold inspection or additional information about mold, Tenant should contact a professional in this field.

26.31 Radon Disclosure. Tenant is hereby advised that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in California. Additional information regarding radon and radon testing may be obtained from your county public health unit. The foregoing disclosure is for informational purposes only. Landlord has not conducted radon testing with respect to the Building and specifically disclaims any and all representations and warranties as to the absence of radon gas or radon producing conditions in connection with the Building and the Premises.

26.32 Survival of Obligations. All obligations of Tenant under this Lease which are not fully performed before the termination of this Lease, shall survive such termination.

26.33 Independent Covenants. Tenant's covenants to pay Rent and other sums due hereunder are independent of Landlord's covenants hereunder, and Tenant shall have no right to withhold any payments on account of any alleged failure by Landlord to comply with any of Landlord's covenants.

26.34 Waiver. No waiver of any provision or right under this Lease shall be a waiver of any other provision or right, whether or not similar, nor shall any waiver constitute a continuing waiver. The acceptance of Rent by Landlord shall not constitute a waiver of any preceding breach by Tenant of any provision or right under this Lease, regardless of Landlord's knowledge of such preceding breach at the time Landlord accepted such Rent. Failure by Landlord to enforce any provision or right under this Lease shall not be deemed a waiver of Landlord's right to insist strict performance by Tenant. No waiver shall be binding unless it is executed in writing by the party making the waiver.

26.35 Successors. The provisions of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant, respectively, and their respective successors, assigns, heirs, executors, and administrators. Tenant agrees to become the tenant of Landlord's successor in interest under the same terms and conditions of its tenancy hereunder.

26.36 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The signature of any party transmitted by electronic signature software or service,

facsimile or e-mail (PDF or other image) shall be deemed an original signature of the transmitting party for any and all purposes.

[SIGNATURES APPEAR ON NEXT PAGE]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date first above written.

LANDLORD:

CITY OF ALAMEDA,
a charter city and municipal corporation

By: _____
Adam W. Politzer
Interim City Manager

Date: _____

TENANT:

Kai Concepts LLC,
a California Limited Liability Company

By: _____
Name: Don Montague
Title: President
Date: 01/05/2026

Approved as to Form

DocuSigned by:

By: _____
Len Aslanian
Len Aslanian
Assistant City Attorney

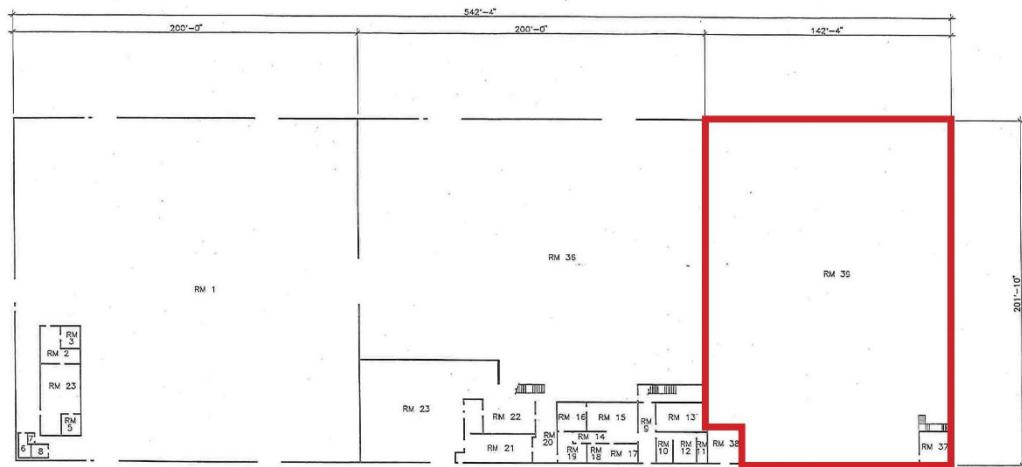
Recommended for Approval

Signed by:

By: _____
Abigail Thorne-Lyman
Abigail Thorne-Lyman
Director of Base Reuse and Economic
Development

EXHIBIT A
Premises

EXHIBIT A-1: Premises



BUILDING 168 : WAREHOUSE
FIRST FLOOR PLAN

SCALE : 1" = 40'

	BUILDING UPGRADE STUDY NAVAL AIR STATION, ALAMEDA, CA.
For : ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY	
Date: 1/27/97	BUILDING 168
Revision: -	FIRST FLOOR PLAN
Revision: -	Drawn: R.M.C. Figure: -

EXHIBIT A-1

LAND AREA

EXHIBIT A-2: Land



EXHIBIT A-2

PARKING

EXHIBIT A-3: Parking

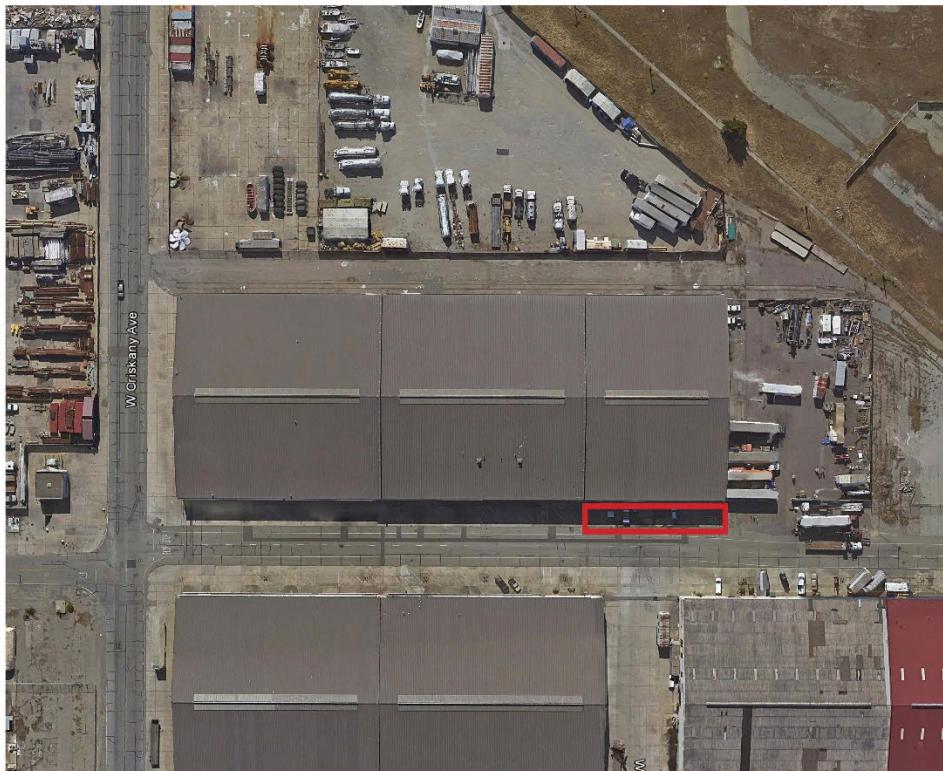


EXHIBIT A-3
COMMON AREAS

EXHIBIT B
COMMENCEMENT LETTER

Date: _____

Re: Lease dated as of _____, 20____, by and between City of Alameda, as Landlord, and _____, a _____, as Tenant, for _____ rentable square feet in the Building _____ located at _____, Alameda, California.

Dear _____:

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises described therein and agrees:

1. The Commencement Date of the Lease is _____;
2. The Expiration Date of the Lease is _____.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention.

Sincerely	Agreed and Accepted:
Landlord: City of Alameda By: _____ Name: _____ Title: _____	Tenant: _____ By: _____ Name: _____ Title: _____

[Exhibit - Do not sign]

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D

ACKNOWLEDGMENT OF RECEIPT

Pursuant to that certain Lease Agreement entered into by and between City of Alameda, a charter city and municipal corporation (“Landlord”) and _____, a _____ (“Tenant”) dated as of _____, 20____ (“Lease”) Tenant hereby acknowledges that Landlord has provided it with copies of the following documents:

- Quitclaim Deed from the United States of America, acting by and through the Department of the Navy to the City of Alameda, dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-199810 of Official Records in the Office of the County Recorder, Alameda County, California (“Quitclaim Deed”);
- Declaration of Restrictions (Former Naval Air Station Alameda) dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-199782 in the Office of the County Recorder of Alameda County (“Declaration of Restrictions”).
- City of Alameda Ordinance No. 2824, adopted February 15, 2000 (“Marsh Crust Ordinance”).

Pursuant to the applicable terms, conditions and provisions of the Lease, Tenant acknowledges receipt of the above referenced documents and agrees that its use of the Premises (as defined in the Lease) shall comply with the restrictions set forth in said documents and failure to do so shall constitute a Default under the Lease.

_____,
a _____

By: _____
Its: _____

Date: _____

EXHIBIT E

ENVIRONMENTAL QUESTIONNAIRE

The purpose of this form is to obtain information regarding the use, if any, of hazardous substances in the process proposed on the premises to be leased. Any such use must be approved in writing by Landlord. Prospective tenants should answer the questions in light of their proposed operations on the premises. Existing tenants should answer the questions as they relate to ongoing operations on the premises and should update any information previously submitted. If additional space is needed to answer the questions, you may attach separate sheets of paper to this form.

Your cooperation in this matter is appreciated. Any questions should be directed to, and when completed, the form should be mailed to:

Lincoln Property Company (LPC West, LP),
as Agent for City of Alameda
950 W. Mall Square Suite, Suite 239
Alameda, CA 94501

1. General Information.

Name of Responding Company: Kai Concepts, LLC

Check the Applicable Status: _____

Prospective Tenant Existing Tenant

Mailing Address: 1651 Viking Street, Bldg 168 Ste 3, Alameda, CA 94501

Contact Person and Title: Donald Montague, President/ Jasmine Pueyo, Office Manager

Telephone Number: (808) 280-1358 (Don) 510-329-0367 (Jasmine)

Alameda Point Address of Proposed Premises to be Leased: _____

1651 Viking Street, Bldg 168 Ste 3, Alameda, CA 94501

Length of Lease Term: 3 years

Your Standard Industrial Classification (SIC) Code Number: 8733

Describe the proposed operations to take place on the property, including principal products manufactured, services, and a brief process flow description to be conducted. Existing tenants should describe any proposed changes to ongoing operations.

Research and development of kite-powered and electric hydrofoil aquatic craft.
Design and testing of prototype platforms, electronic and mechanical controls. No
proposed changes to ongoing operation

2. Use and/or Storage of Hazardous Materials.

2.1 Will any hazardous materials be used or stored onsite?

Hazardous Wastes Yes No
Hazardous Chemical Products Yes No

2.2 Attach the list of any hazardous materials/wastes to be used, stored, or generated the quantities that will be onsite at any given time, and the location and method of storage (e.g., 55-gallon drums on concrete pad).

2.3 Does your company handle hazardous materials in a quantity equal to or exceeding an aggregate of 500 pounds, 55 gallons, or 200 cubic feet?

Yes No

If yes, please provide Material Safety Data Sheets (MSDS) on such materials.

2.4 Has your business filed for a Consolidated Hazardous Materials Permit from the Alameda County Environmental Management Department?

Yes No

If yes, attach a copy of the permit application.

2.5 Are any of the chemicals used in your operations regulated under Proposition 65?

Yes No

If yes, describe the actions taken, or proposed to be taken, to comply with Proposition 65 requirements. _____

2.6 Do you store or use or intend to store or use acutely hazardous materials above threshold quantities requiring you to prepare a risk management plan (RMP)?

Yes No

2.7 Describe the procedures followed to comply with OSHA Hazard Communication Standard requirements. _____

3. Storage Tanks and Pumps.

3.1 Are any above or below ground storage of gasoline, diesel, or other hazardous substances in tanks or pumps being used as a part of your present process or proposed for use on this leased premises?

Yes No

If yes, describe the materials to be stored, and the type, size and construction of the pump or tank. Attach copies of any permits obtained for the storage of such substances. _____

3.2 If you have an above ground storage tank (AST), do you have a spill prevention containment and countermeasures (SPCC) plan?

Yes No Not Applicable

3.3 Have any tanks, pumps or piping at your existing facilities been inspected or tested for leakage?

Yes No Not Applicable

If yes, attach the results.

3.4 Have any spills or leaks occurred from such tanks, pumps or piping?

Yes No Not Applicable

If yes, describe. _____

3.5 Were any regulatory agencies notified of any spills or leaks?

Yes No Not Applicable

If yes, attach copies of any spill reports filed, any clearance letters or other correspondence from regulatory agencies relating to the spill or leak.

3.6 Have any underground storage tanks, sumps or piping been taken out of service or removed at the proposed facility or facilities that you operate?

Yes No Not Applicable

If yes, attach copies of any closure permits and clearance obtained from regulatory agencies relating to closure and removal of such tanks.

4. Spills.

4.1 During the past year, have any spills occurred on any site you occupy?

Yes No Not Applicable

If yes, please describe the spill and attach the results of any process conducted to determine the extent of such spills.

4.2 Were any agencies notified in connection with such spills?

Yes No Not Applicable

If no, attach copies of any spill reports or other correspondence with regulatory agencies.

4.3 Were any clean-up actions undertaken in connection with the spills?

Yes No Not Applicable

If yes, briefly describe the actions taken. Attach copies of any clearance letters obtained from any regulatory agencies involved and the results of any final soil or groundwater sampling done upon completion of the clean-up work _____

5. Waste Management.

5.1 Has your business filed a Hazardous Material Plan with the Alameda County Environmental Management Department?

Yes No

5.2 Has your company been issued an EPA Hazardous Waste Generator I.D. Number?

Yes No

If yes: EPA ID# _____

5.3 Has your company filed a biennial report as a hazardous waste generator?

Yes No

If yes, attach a copy of the most recent report filed.

5.4 Are hazardous wastes stored in secondary containments?

Yes No

5.5 Do you utilize subcontractors for lighting/electrical, plumbing, HVAC, pest services, landscaping and/or building maintenance services?

Yes No

If yes, do any of these subcontractors store, mix or utilize chemicals on site?

Yes No

If yes, what types and quantities? _____

Attach the list of the hazardous waste, if any, generated or to be generated at the premises, its hazard class and the quantity generated on a monthly basis.

Describe the method(s) of disposal for each waste. Indicate where and how often disposal will take place. _____

Indicate the name of the person(s) responsible for maintaining copies of hazardous waste manifests completed for offsite shipments of hazardous waste. _____

Is any treatment, processing and recycling of hazardous wastes currently conducted or proposed to be conducted at the premises:

Yes No

If yes, please describe any existing or proposed treatment, processing or recycling methods. _____

Attach copies of any hazardous waste permits or licenses issued to your company with respect to its operations on the premises.

6. Wastewater Treatment/Discharge.

6.1 Will your proposed operation require the discharge of wastewater to (answer Yes or No to each of the following)?

No storm drain No sewer
No surface water No no industrial discharge

6.2 Does your business have a Sewer Use Questionnaire on file with Alameda County Sanitation District?

Yes No

6.3 Is your wastewater treated before discharge?

Yes No Not Applicable

If yes, describe the type of treatment conducted.

6.4 Does your business conduct operations outside the Building or store materials outside?

Yes No Not Applicable

6.5 Do you have a Storm Water Pollution Prevention Plan (SWPPP)?

Yes No Not Applicable

6.6 Does your business have a General Permit for storm water discharge associated with industrial activity?

Yes No Not Applicable

6.7 Does your business operate under a National Pollution Discharge Elimination System (NPDES) Permit?

Yes No Not Applicable

Attach copies of any wastewater discharge permits issued to your company with respect to its operations on the premises.

7. Air Discharges.¹

7.1 Do you have or intend to have any air filtration systems or stacks that discharge into the air?

Yes No

7.2 Do you operate or plan to operate any of the following types of equipment, or any other equipment requiring an air emissions permit (answer Yes or No to each of the following)?

Spray booth
Dip tank

Yes No
Yes No

¹ NOTE: Businesses will have to comply with prohibitory rules regardless of whether they have or need a permit.

Drying oven	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Incinerator	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other (please describe)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Boiler	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
I/C Engine	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Emergency Backup Generator	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Processes that apply coatings, inks, adhesives or use solvents	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

7.3 Do you emit or plan to emit any toxic air contaminates?

Yes No

7.4 Are air emissions from your operations monitored?

Yes No

If yes, indicate the frequency of monitoring and a description of the monitoring results. _____

Attach copies of any air emissions permits pertaining to your operations on the premises.

8. Enforcement Actions, Complaints.

8.1 Has your company, within the past five years, ever been subject to any agency enforcement actions, administrative orders, or consent decrees?

Yes No

If yes, describe the actions and any continuing compliance obligations imposed as a result of these actions. _____

8.2 Has your company ever received requests for information, notice or demand letters, or any other inquiries regarding its operations?

Yes No

8.3 Have there ever been, or are there now pending, any lawsuits against the company regarding any environmental or health and safety concerns?

Yes No

8.4 Has any environmental audit ever been conducted at your company's current facility?

Yes No

If yes, discuss the results of the audit. _____

8.5 Have there been any problems or complaints from neighbors at the company's current facility?

Yes No

Please describe: _____

The undersigned hereby certifies that all of the information contained in this questionnaire is accurate and correct.

a 

By: Donald Montague

Title: President, Kai Concepts, LLC

Date: December 10, 2025

EXHIBIT F

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the non-performance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building. In the event of any conflicts between the Rules and Regulations and other provisions of this Lease, the latter shall control.

1. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.

2. No advertisements, pictures or signs of any sort shall be displayed on or outside the Premises or Building without the prior written consent of Landlord. This prohibition shall include any portable signs or vehicles placed within the parking lot, common areas or on streets adjacent thereto for the purpose of advertising or display. Landlord shall have the right to remove any such unapproved item without notice and at Tenant's expense.

3. Storage of forklift propane tanks, whether interior or exterior, shall be in secured and protected storage and enclosure approved by the local fire department and, if exterior, shall be located in areas specifically designated by Landlord. Tenant shall protect electrical panels and building mechanical equipment from damage from forklift trucks.

4. Machinery, equipment and apparatus belonging to Tenant which causes noise or vibration that may be transmitted to the structure of the Building to such a degree as to be objectionable to Landlord or other tenants or to cause harm to the Building, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the transmission of such noise and vibration. Tenant shall cease using any such machinery which causes objectionable noise and vibration which cannot be sufficiently mitigated.

5. All goods, including materials used to store goods, delivered to the Premises shall be immediately moved into the Premises and shall not be left in parking or exterior loading areas overnight.

6. Tractor trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks of sufficient size to prevent damage to the asphalt paving surfaces. No parking or storage of such trailers will be permitted in the auto parking areas adjacent to the Premises or on streets adjacent thereto.

7. Tenant is responsible for the safe storage and removal of all pallets. Pallets shall be stored behind screen enclosures at locations approved by Landlord.

8. Tenant shall not store or permit the storage or placement of merchandise in or around the common areas surrounding the Premises. No displays or sales of merchandise shall be allowed in the parking lots or other common areas.

9. Tenant is responsible for the storage and removal of all trash and refuse. All such trash and refuse shall be contained in suitable receptacles stored behind screen enclosures at locations approved by Landlord.

10. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substances of any kind whatsoever shall be thrown therein. The expense of the repair of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees, agents, visitors or licensees shall have caused the same.

11. Tenant shall cooperate fully with Landlord to ensure the effective operation of the Building's air conditioning systems. If Tenant's use of the Premises creates noxious or objectionable fumes, vapors and/or odors, then Tenant shall provide proper ventilation equipment for the discharge of such fumes, vapors and odors to prevent them from entering into the air conditioning system or being discharged into other vents or flues of the building or annoying any of the other tenants of the Building or adjacent property. The design, location and installation of such equipment shall be subject to the Landlord's approval.

12. All window coverings installed by Tenant and visible from the outside of the Building require the prior written approval of Landlord.

13. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant.

14. Tenant shall not overload the floor of the Premises.

15. No awnings or other projections over or around the windows or entrances of the Premises shall be installed by any tenant without the prior written consent of Landlord.

16. Tenant shall not permit any animal, including, but not limited to, household pets (but excluding service animals, which are permitted), or bird to be brought or kept in or about the Premises or Building or any of the common areas.

17. Tenant hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises or Building. Tenant hereby assumes all responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed.

18. No auction, liquidation, fire sale, going out of business or bankruptcy sale shall be conducted in or about the Premises without the prior written consent of Landlord.

19. No tenant shall use or permit the use of any portion of the Premises for living quarters, sleeping apartments or lodging rooms.

20. Tenant, Tenant's agents, employees, contractors, licensees, or visitors shall not park any vehicles in driveways, service entrances, or areas posted as no parking.

21. If the Premises are or become infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, employees, contractors, visitors or licensees, Tenant shall, at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Landlord by licensed exterminators as shall be approved in writing in advance by Landlord.

22. Tenant shall not use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises, nor shall Tenant use any picture of the Building in its advertising, stationary or in any other manner without the prior written permission of Landlord. Landlord expressly reserves the right at any time to change the name of the Building without incurring any liability to Tenant.

23. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any common areas of the Building for the purpose of smoking tobacco products or for any other purposes, nor in any way obstruct such areas, and shall use them only as a mean of ingress and egress from the Premises.

24. Landlord reserves the right to exclude from the Building or the Common Areas any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of these Rules and Regulations.

25. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, common areas of the Building and Building, and for the preservation of good order therein, as well as for the convenience of other Building occupants and tenants. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from enforcing any such Rules and Regulations against any or all tenants of the Building. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition to its occupancy of the Premises.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0110893 Vista International Ins. 1318 Redwood Way Suite 250 Petaluma, CA 94954	CONTACT NAME: Robert Yakel PHONE (A/C, No, Ext): E-MAIL ADDRESS: ryakel@vistainternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED KAI Concepts, LLC 1651 Viking Street, #3 Alameda, CA 94501	INSURER A : Kinsale Insurance Company	
	INSURER B : Travelers Cas. Ins Co of Amer.	
	INSURER C : Atlantic Specialty Ins. Co.	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF COVERAGE. LIMITS SHOWN MAY HAVE BEEN REDUCED BY EXCLUDED COVERAGE.												
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X	COMMERCIAL GENERAL LIABILITY		X		010011623835		6/1/2025	6/1/2026	EACH OCCURRENCE	\$ 1,000,000	
	X	CLAIMS-MADE	<input type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
										MED EXP (Any one person)	\$ 5,000	
										PERSONAL & ADV INJURY	\$ 1,000,000	
										GENERAL AGGREGATE	\$ 2,000,000	
										PRODUCTS - COMP/OP AGG	\$ 2,000,000	
											\$	
GEN'L AGGREGATE LIMIT APPLIES PER:										OTHER:		
B	AUTOMOBILE LIABILITY					BA5N806348		6/14/2025	6/14/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	X	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per person)	\$	
		Hired AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY							BODILY INJURY (Per accident)	\$	
										PROPERTY DAMAGE (Per accident)	\$	
											\$	
											\$	
A	UMBRELLA LIAB		<input type="checkbox"/> OCCUR			01001162785		6/1/2025	6/1/2026	EACH OCCURRENCE	\$ 1,000,000	
	X	EXCESS LIAB	X CLAIMS-MADE							AGGREGATE	\$ 1,000,000	
		DED	RETENTION \$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY									PER STATUTE	OTHR-	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				Y/N	N/A					ER		
If yes, describe under DESCRIPTION OF OPERATIONS below										E.L. EACH ACCIDENT	\$	
										E.L. DISEASE - EA EMPLOYEE	\$	
										E.L. DISEASE - POLICY LIMIT	\$	
C	Hull					B5JH 72748		4/10/2025	4/10/2026	Pollution/Hull	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers and RiverRock Real Estate Group, their officers and employees are included as Additional Insured for work done on their behalf by the Named Insured with regard to 1651 Viking Street #3, Alameda, CA 94501

DS
LC

1/6/2026

CERTIFICATE HOLDER

CANCELLATION

**The City of Alameda
c/o LPC West LP
950 West Mall Square, Room 239
Alameda, CA 94501**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

BHF

DATE (MM/DD/YYYY)

08/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER AON RISK SERVICES SOUTH INC 3550 LENOX ROAD NORTHEAST SUITE 1700 ATLANTA GA 30326	CONTACT NAME: Aon Risk Services, Inc of Florida		
	PHONE (A/C, No, Ext): 833-506-1544	FAX (A/C, No):	
INSURED TriNet Group, Inc. L/C/F KAI Concepts, LLC 1 Park Place, Suite 600 Dublin, CA 94568-7983	EMAIL ADDRESS: work.comp@trinet.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Indemnity Insurance Company of North America		43575
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 15866696

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS							
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$						
							MED EXP (Any one person)	\$						
							PERSONAL & ADV INJURY	\$						
							GENERAL AGGREGATE	\$						
							PRODUCTS - COMP/OP AGG	\$						
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$						
	SCHEDULED AUTOS						BODILY INJURY (Per person)	\$						
	NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$						
							PROPERTY DAMAGE (Per accident)	\$						
								\$						
								\$						
	UMBRELLA LIAB						EACH OCCURRENCE	\$						
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE	\$					
	DEC						RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						Y / N <input type="checkbox"/> N	N / A	WLR_C73179142	07/01/2025	07/01/2026	X	PER STATUTE	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?											E.L. EACH ACCIDENT	\$	2,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below											E.L. DISEASE - EA EMPLOYEE	\$	2,000,000
	E.L. DISEASE - POLICY LIMIT	\$	2,000,000											
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Workers Compensation coverage is limited to worksite employees of KAI Concepts, LLC through a co-employment agreement with TriNet HR III, Inc.														

CERTIFICATE HOLDER

CANCELLATION

KAI Concepts, LLC 1651 Viking St #3 Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	
		



CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER License # 0I10893 Vista International Ins. 1318 Redwood Way Suite 250 Petaluma, CA 94954	CONTACT NAME: Robert Yakel PHONE (A/C, No, Ext): E-MAIL ADDRESS: ryakel@vistainternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED KAI Concepts, LLC 1651 Viking Street, #3 Alameda, CA 94501	INSURER A : Kinsale Insurance Company	NAIC # 38920
	INSURER B : Travelers Cas. Ins Co of Amer.	NAIC # 19046
	INSURER C : Atlantic Specialty Ins. Co.	NAIC # 27154
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR		TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			010011623835	6/1/2025	6/1/2026	EACH OCCURRENCE	\$	1,000,000			
	<input checked="" type="checkbox"/>	CLAIMS-MADE	<input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000			
								MED EXP (Any one person)	\$	5,000			
								PERSONAL & ADV INJURY	\$	1,000,000			
								GENERAL AGGREGATE	\$	2,000,000			
								PRODUCTS - COMP/OP AGG	\$	2,000,000			
									\$				
									\$				
									\$				
									\$				
B	GEN'L AGGREGATE LIMIT APPLIES PER:				BA5N806348	6/14/2025	6/14/2026	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000			
	<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO- JECT				BODILY INJURY (Per person)	\$				
								BODILY INJURY (Per accident)	\$				
								PROPERTY DAMAGE (Per accident)	\$				
									\$				
									\$				
A	UMBRELLA LIAB		<input type="checkbox"/>	OCCUR	01001162785	6/1/2025	6/1/2026	EACH OCCURRENCE	\$	1,000,000			
	<input checked="" type="checkbox"/>	EXCESS LIAB	<input checked="" type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$	1,000,000			
									\$				
		DED	<input type="checkbox"/>	RETENTION \$					\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					N/A			PER STATUTE		OTH-ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nf)								E.L. EACH ACCIDENT	\$				
If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$				
								E.L. DISEASE - POLICY LIMIT	\$				
									\$				
C	Hull				B5JH 72748	4/10/2025	4/10/2026	Pollution/Hull		1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured/Landlord.

CERTIFICATE HOLDER

CANCELLATION

**The City of Alameda c/o LPC West LP
950 West Mall Square, Room 239
Alameda, CA 94501**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Rosenthal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MANAGERS OR LESSORS OF PREMISES

<i>Attached To and Forming Part of Policy</i> 0100116238-5	<i>Effective Date of Endorsement</i> 06/01/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Kai Concepts LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

A. SECTION II - WHO IS AN INSURED is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as manager or lessor of that part of the premises leased to you; and
3. Solely for liability caused by the ownership, maintenance or use of that part of the premises leased to you by such person or organization.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. With respect to the insurance afforded to the Additional Insured, the following additional exclusions apply:

1. This insurance does not apply to:
 - a. Any "occurrence" which takes place after you cease to be a tenant in that premises;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured; or
 - c. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - (1) The sole negligence of the Additional Insured or any employees of the Additional Insured; or
 - (2) Any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- D. Duties of the Additional Insured in the event of an "occurrence", offense, claim or "suit":**
 1. The Additional Insured must promptly give notice of an "occurrence", an offense which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
 2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100116238-5	<i>Effective Date of Endorsement</i> 06/01/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Kai Concepts LLC
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE
PRODUCTS POLLUTION LIABILITY COVERAGE
PREMISES ENVIRONMENTAL LIABILITY INSURANCE COVERAGE
ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The insurance provided to Additional Insureds shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR COVERED AUTOS LIABILITY COVERAGE – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

ADDITIONAL INSURED SCHEDULE

Designated Person or Organization: The City of Alameda c/o LPC West LP

Address: 950 West Mall Square, Room 239
Alameda, CA 94501

PROVISIONS

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization designated in the Additional Insured Schedule is an "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the acts or omissions of an "insured" under para-

graphs **A.1.a. or b.** of **SECTION I – COVERED AUTOS COVERAGES**.

2. The following is added to Paragraph **B., General Conditions**, of the **CONDITIONS** Section:

Notice of Cancellation to Additional Insured

In the event of cancellation of this policy, written notice of cancellation will be mailed by us to that person or organization designated in the Additional Insured Schedule.



EVIDENCE OF PROPERTY INSURANCE

AROSENTRETER

DATE (MM/DD/YYYY)
1/6/2026

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Vista International Ins. 1318 Redwood Way Suite 250 Petaluma, CA 94954	PHONE (A/C, No, Ext): (707) 796-7180	COMPANY West American Insurance Co.
FAX (A/C, No): (707) 796-7190	E-MAIL ADDRESS:	
CODE: 15384	SUB CODE:	
AGENCY CUSTOMER ID #: KAICONC-01	License # 0110893	
INSURED KAI Concepts, LLC 1651 Viking Street, #3 Alameda, CA 94501	LOAN NUMBER	POLICY NUMBER BFW61398002
	EFFECTIVE DATE 6/1/2025	EXPIRATION DATE 6/1/2026
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 1, Bldg # 1, 1651 Viking St, Alameda, CA 94501-7606, Location 0001 Sublocation 001

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL		COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 1, Bldg # 1	Business Income with Rental Value without Extra Expense							
	Personal Property, Special (Including theft)						\$385,014	1,000
	Systems Breakdown - Basic, Special (Including theft)						\$509,658	1,000
	Business Income with Extra Expense and Rental Value						\$124,644	

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS The City of Alameda c/o LPC West LP 950 West Mall Square, Room 239 Alameda, CA 94501	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> MORTGAGEE	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	LOAN #			
	AUTHORIZED REPRESENTATIVE 			



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0I10893 Vista International Ins. 1318 Redwood Way Suite 250 Petaluma, CA 94954	CONTACT NAME: Robert Yakel PHONE (A/C, No, Ext): E-MAIL ADDRESS: ryakel@vistainternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED KAI Concepts, LLC 1651 Viking Street, #3 Alameda, CA 94501	INSURER A : Kinsale Insurance Company	NAIC # 38920
	INSURER B : Travelers Cas. Ins Co of Amer.	NAIC # 19046
	INSURER C : Atlantic Specialty Ins. Co.	NAIC # 27154
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF COVERED POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY A RID DEDUCT.							LIMITS						
INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	X	COMMERCIAL GENERAL LIABILITY		010011623835	6/1/2025	6/1/2026	EACH OCCURRENCE	\$	1,000,000				
	X	CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000				
							MED EXP (Any one person)	\$	5,000				
							PERSONAL & ADV INJURY	\$	1,000,000				
		GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000				
	X	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000				
		OTHER:						\$					
								\$					
								\$					
								\$					
B	AUTOMOBILE LIABILITY			BA5N806348	6/14/2025	6/14/2026	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000				
	X	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$					
		Hired AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$					
							PROPERTY DAMAGE (Per accident)	\$					
								\$					
								\$					
A	UMBRELLA LIAB		<input type="checkbox"/> OCCUR	01001162785	6/1/2025	6/1/2026	EACH OCCURRENCE	\$	1,000,000				
	X	EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$	1,000,000				
		DED <input type="checkbox"/>	RETENTION \$					\$					
								\$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A			<input type="checkbox"/> Y/N	PER STATUTE	OTHE- R				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/>	E.L. EACH ACCIDENT	\$				
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$				
								E.L. DISEASE - POLICY LIMIT	\$				
C	Hull			B5JH 72748	4/10/2025	4/10/2026	Pollution/Hull		1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured/Landlord.

CERTIFICATE HOLDER

CANCELLATION

**The City of Alameda c/o LPC West LP
950 West Mall Square, Room 239
Alameda, CA 94501**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Rosenthal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MANAGERS OR LESSORS OF PREMISES

<i>Attached To and Forming Part of Policy</i> 0100116238-5	<i>Effective Date of Endorsement</i> 06/01/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Kai Concepts LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. SECTION II - WHO IS AN INSURED is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as manager or lessor of that part of the premises leased to you; and
3. Solely for liability caused by the ownership, maintenance or use of that part of the premises leased to you by such person or organization.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. With respect to the insurance afforded to the Additional Insured, the following additional exclusions apply:

1. This insurance does not apply to:
 - a. Any "occurrence" which takes place after you cease to be a tenant in that premises;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured; or
 - c. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - (1) The sole negligence of the Additional Insured or any employees of the Additional Insured; or
 - (2) Any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- D. Duties of the Additional Insured in the event of an "occurrence", offense, claim or "suit":**
 1. The Additional Insured must promptly give notice of an "occurrence", an offense which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
 2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100116238-5	<i>Effective Date of Endorsement</i> 06/01/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Kai Concepts LLC
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE
PRODUCTS POLLUTION LIABILITY COVERAGE
PREMISES ENVIRONMENTAL LIABILITY INSURANCE COVERAGE
ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The insurance provided to Additional Insureds shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR COVERED AUTOS LIABILITY COVERAGE – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

ADDITIONAL INSURED SCHEDULE

Designated Person or Organization: The City of Alameda c/o LPC West LP

Address: 950 West Mall Square, Room 239
Alameda, CA 94501

PROVISIONS

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization designated in the Additional Insured Schedule is an "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the acts or omissions of an "insured" under para-

graphs **A.1.a. or b.** of **SECTION I – COVERED AUTOS COVERAGES**.

2. The following is added to Paragraph **B., General Conditions**, of the **CONDITIONS** Section:

Notice of Cancellation to Additional Insured

In the event of cancellation of this policy, written notice of cancellation will be mailed by us to that person or organization designated in the Additional Insured Schedule.



EVIDENCE OF PROPERTY INSURANCE

AROSENTRETER

DATE (MM/DD/YYYY)
1/6/2026

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Vista International Ins. 1318 Redwood Way Suite 250 Petaluma, CA 94954	PHONE (A/C, No, Ext): (707) 796-7180	COMPANY West American Insurance Co.
FAX (A/C, No): (707) 796-7190	E-MAIL ADDRESS:	
CODE: 15384	SUB CODE:	
AGENCY CUSTOMER ID #: KAICONC-01	License # 0110893	
INSURED KAI Concepts, LLC 1651 Viking Street, #3 Alameda, CA 94501	LOAN NUMBER	POLICY NUMBER BFW61398002
	EFFECTIVE DATE 6/1/2025	EXPIRATION DATE 6/1/2026
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 1, Bldg # 1, 1651 Viking St, Alameda, CA 94501-7606, Location 0001 Sublocation 001

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL		COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 1, Bldg # 1	Business Income with Rental Value without Extra Expense							
	Personal Property, Special (Including theft)						\$385,014	1,000
	Systems Breakdown - Basic, Special (Including theft)						\$509,658	1,000
	Business Income with Extra Expense and Rental Value						\$124,644	

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS The City of Alameda c/o LPC West LP 950 West Mall Square, Room 239 Alameda, CA 94501	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> MORTGAGEE	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	LOAN #			
	AUTHORIZED REPRESENTATIVE 			