

SHORT FORM GROSS LEASE

THIS SHORT FORM GROSS LEASE (“**Lease**”) is made and entered into as of January 22, 2024 by and between **G&I IX MARINA VILLAGE RESEARCH PARK LP**, a Delaware limited partnership (“**Landlord**”), and **CITY OF ALAMEDA**, a Charter City of the State of California, on behalf of the Alameda Police Department (“**Tenant**”).

1. Premises. Landlord, in consideration of the payment of rents and the performance by Tenant of all other terms, covenants and conditions of this Lease, leases to Tenant certain premises consisting of approximately 3,179 rentable square feet commonly known as Suite 100 in the building located at 2020 Challenger Drive, Alameda, California (the “**Building**”), hereinafter referred to as the “**Premises**,” as shown on the attached site plan labeled “Exhibit A”. The Premises are part of a multi-building commercial project commonly known as “Marina Village” (the “**Project**”). Landlord and Tenant acknowledge that the square footage of the Premises is as set forth in this Paragraph 1.

2. Lease Term. This Lease shall commence on February 1, 2024 (the “**Commencement Date**”), and, unless terminated earlier in accordance with this Lease, end on January 31, 2027. This period, including any renewals or extensions subsequently enacted pursuant to the terms of this Lease, shall be referred to as the “**Lease Term**”. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder, but in such case, Tenant shall not be obligated to pay rent or perform any other obligation of Tenant under the terms of this Lease, except as may be otherwise provided in this Lease, until possession of the Premises is tendered to Tenant.

3. Base Rent. Tenant shall pay to Landlord in advance, without demand, deduction or set-off, monthly installments of Base Rent (“**Base Rent**”), in the amount of \$100.00 on or before the first day of each calendar month in lawful money of the United States at such place as Landlord designates in writing; provided, however, that the installment of Base Rent for the first full calendar month for which Base Rent is payable hereunder shall be paid upon Tenant’s execution and delivery of this Lease. Base Rent for fractional months shall be prorated. If Tenant is delinquent in any monthly installment of Base Rent for more than five (5) days, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of the total sum due. Said late charge shall be in addition to any other rights and remedies available to Landlord hereunder or at law and shall not be construed as a penalty. All monetary obligations of Tenant under this Lease shall be deemed rent.

4. Intentionally Omitted.

5. Intentionally Omitted.

6. Improvements. On the Commencement Date, the Premises will be delivered in “As Is” condition. Landlord shall not be obligated to provide or pay for any improvement, remodeling or refurbishment work or services related to the improvement, remodeling or refurbishment of the Premises, and Tenant shall accept the Premises in its “AS IS” condition on the Commencement Date. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises, the Building or the Project. Tenant acknowledges that, except as otherwise provided in this Lease, neither Landlord nor any agent nor any employee of Landlord has made any representations, warranty, estimation or promise of any kind or nature whatsoever relating to the physical condition of the Building or the Premises, including, by way of example only, the fitness of the Premises for Tenant’s intended use or the actual dimensions of the Premises of the Building and Tenant expressly warrants and represents that Tenant has relied solely on its own investigation and inspection of the Premises and the Building in its decision to enter into this Lease and let the Premises in an “AS IS” condition, except as otherwise expressly provided in this Lease.

7. Intentionally Omitted.

8. Services and Utilities. Landlord shall furnish to the Premises throughout the Lease Term (i) electricity, heating and air conditioning appropriate for office use, (ii) hot and cold water from points of supply, (iii) janitorial service five (5) days per week, except the date of observation of any federal, state or local holidays, and (iv) restrooms as required by applicable code. Landlord shall be under no responsibility or liability for failure or interruption in such services caused by breakage, accident, strikes, repairs or for any other causes beyond the control

of Landlord, nor in any event for any indirect or consequential damages; and failure or omission on the part of Landlord to furnish service shall not be construed as an eviction of Tenant, nor work an abatement of Rent, nor render Landlord liable in damages, nor release Tenant from prompt fulfillment of any of the covenants under this Lease. Under no circumstances shall any public safety power shutoff ("PSPS"), planned maintenance outage or other power shutoff by Alameda Municipal Power, PG&E or any other utility provider render Landlord liable to Tenant for abatement of Rent.

All telephone, internet, cable or other telecommunications service furnished to the Premises shall be paid for by Tenant. Landlord reserves the right to separately meter or monitor the utility services provided to the Premises. The cost of any meter and the utility services provided to the Premises shall be borne by Tenant if, in Landlord's judgment, Tenant may be using a disproportionate share of one or more utilities.

9. Insurance.

- (a) Landlord shall maintain all risk property insurance covering the full replacement cost of the Project. Landlord may maintain other insurance coverage it deems necessary including, but not limited to, commercial liability insurance and rent loss insurance.
- (b) Each party waives, and shall cause its insurance carrier to waive, any right of recovery against the other for any loss of or damage to property which loss or damage is (or, if the insurance required hereunder had been carried, would have been) covered by insurance. For purposes of this Section 9(c), any deductible with respect to a party's insurance shall be deemed covered by, and recoverable by such party under, valid and collectable policies of insurance.

10. Use. The Premises shall be used only for general office purposes consistent with the character of the Building as a first-class office building, as may be permitted under existing laws governing the Premises and for no other use or purpose. Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, overload the floor or structure or otherwise damage the Premises. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or other tenants in the Project. Tenant shall occupy the Premises in compliance with all laws, codes, ordinances, and regulations now or hereafter applicable to the Premises or Project. Outside storage is prohibited without Landlord's written consent.

11. Parking. Tenant shall be entitled to park up to three (3) operative automobiles in those areas designated by Landlord for non-reserved parking in accordance with the Rules and Regulations and applicable laws. Landlord may allocate parking spaces amongst Tenant and other tenants in the Building or Project if Landlord determines that such parking facilities are becoming crowded. However, Landlord shall not be responsible for enforcing Tenant's parking rights against third parties. No vehicle abandoned or disabled or in a state of non-operation or disrepair shall be left at the Project; Landlord reserves the right to remove said vehicle at the owner's expense.

12. Exemption of Landlord from Liability; Indemnification. Except to the extent arising from the gross negligence or willful misconduct of Landlord or its employees or agents, Tenant hereby agrees that Landlord and its agents and employees shall not be liable for injury to Tenant's business including loss of income for damage to goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's agents, employees, contractors, or invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, HVAC, or light fixtures, or from any other cause whether said damage or injury results from conditions arising upon the Premises or other portions of the Project, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Project.

Except for the gross negligence or willful misconduct of Landlord, its agents, employees or contractors, Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's agents, employees, and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorney's fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about

the Project and arising from the use and occupancy of the Premises or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises or due to any act or omission of Tenant, its subtenants, assignees, invitees, employees, contractors, and agents (the “**Tenant Related Parties**”). The furnishing of any required insurance shall not be deemed to limit Tenant’s obligations under this paragraph. The provisions of this Paragraph 12 shall survive the expiration or earlier termination of this Lease.

13. Repairs. Landlord shall maintain in good condition and repair, reasonable wear and tear excepted, the roof, foundation, exterior walls and structural portions of the Building, and the HVAC, mechanical, electrical and plumbing systems installed in the original construction of the Building (excluding, however, any plumbing in the Premises or any above Building-standard heating, air conditioning or lighting equipment in the Premises, which repair shall be Tenant's sole responsibility) but Landlord shall not be liable or responsible for breakdowns or temporary interruptions in service where reasonable efforts are used to restore service, and provided that Landlord shall not be responsible for any repair or maintenance which is caused in whole or in part by the act or omission of Tenant or its agents, contractors, employees, or guests. In the event of such repair or maintenance caused by the act or omission of Tenant, Tenant shall pay for such repair or maintenance upon demand from Landlord and shall indemnify, defend, protect and hold harmless Landlord against any and all loss, cost or liability in connection therewith. Tenant shall promptly give Landlord written notice of any repair required by Landlord, and Landlord shall proceed with due diligence to make such repair. Tenant expressly waives the benefit of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord’s expense or to terminate this Lease because of Landlord’s failure to keep the Building, Project or common areas in good order, condition and repair.

Tenant shall keep and maintain the interior of the Premises in good condition and repair, and shall make all necessary repairs thereto at Tenant’s sole cost and expense.

14. Compliance with Laws and Regulations. Tenant shall comply with all Federal, State, County and City laws, ordinances, rules and regulations affecting or respecting the use or occupancy of the Premises by the Tenant or the business at any time thereon transacted by the Tenant, and Tenant shall comply with all rules in effect or which may be hereafter adopted by Landlord for the protection, welfare and orderly management of the Project and its tenants or occupants.

15. Holding Over. Tenant has no right to retain possession of the Premises beyond the expiration or termination of this Lease. In the event that Tenant holds over, Base Rent shall be increased to 200% of the Base Rent applicable immediately preceding the expiration or termination plus all other payments required under the Lease. Tenant shall be responsible for all damages incurred by Landlord as a result of such holding over. Nothing contained in this paragraph or Lease shall be construed as Landlord’s consent to holding over.

16. Signs. Tenant shall not make changes to the exterior of the Premises, Building or grounds including the installation of signs, placards or other advertising media without Landlord’s prior written consent. Any approved sign shall be installed by Tenant, at its sole cost and expense, and shall be in accordance with Landlord’s sign criteria and applicable municipal regulations. Tenant shall maintain all signs in good condition during the Lease Term, at Tenant’s sole cost and expense. On or prior to the expiration or any earlier termination of this Lease, Tenant shall remove all signs and repair any damage the Premises and Building caused by such removal, at Tenant’s sole cost and expense.

17. Quiet Enjoyment. Subject to payment of rent and performance by Tenant of all the terms, conditions and covenants of the Lease, Tenant shall have peaceful and quiet enjoyment of the Premises during the Lease Term.

18. Force Majeure. Except for Tenant’s obligation to pay rent and other monetary obligations under this Lease, the parties shall not be held responsible for delays in the performance of their obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, permitting delays, inspection delays, the inability to obtain or unavailability of services, labor, or materials or reasonable substitutes therefor, failure of power or utilities, governmental actions, orders or declarations, eviction moratoria, riots, insurrection, civil commotion, sabotage, vandalism, explosion, war, natural or local emergency, including public health emergencies, pandemics, epidemics or other outbreaks of virus or disease, fire, flood, severe weather or other casualty, or any other cause beyond the reasonable control of the party obligated to perform, whether foreseen or unforeseen and including events that may or may not be related to the events enumerated herein (“**Force Majeure**”).

19. Assignment and Subletting. Tenant shall not assign this Lease nor sublet all or any part of the Premises.

20. Casualty and Restoration. If during the Lease Term all or a part of the Premises should be destroyed partially or totally by fire or other casualty, Landlord shall notify Tenant within thirty (30) days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed thirty (30) days, either party may terminate this Lease by promptly notifying the other party and this Lease shall be terminated effective as of the date of the casualty. Tenant's obligation to pay Base Rent shall abate for the period of repair in proportion, which the area of the Premises that is not useable by Tenant bears to the total area of the Premises. Tenant agrees that the terms of this Paragraph 20 shall govern any damage or destruction and shall accordingly supersede any contrary statute or rule of law. Consequently, Tenant waives any right to terminate the Lease by reason of damage or casualty loss accorded Tenant by any law currently existing or hereafter enacted, including without limitation, all rights pursuant to California Civil Code Sections 1932(2.), 1933(4.), 1941 and 1942 and any similar or successor laws. Landlord and Tenant agree that the provisions of this Paragraph 20 shall only apply when the Premises is physically damaged or the structural integrity of the Premises is degraded as a result of a fire or other casualty. In no event shall a temporary closure of the Building or the Project for the purpose of protecting public health constitute physical damage to the Premises, nor shall Tenant's inability to productively use the Premises during any such temporary closure be deemed a casualty.

21. Eminent Domain. If the whole of the Premises shall be taken by any public authority under the power of eminent domain, or if so much of the Project or grounds shall be taken by any such authority under the power of eminent domain so that the Tenant cannot continue to operate its business in the Premises, then the Lease Term of this Lease shall cease as of the day possession is taken by such public authority and rents shall be paid up to that day with proportionate refund by Landlord of any such rents as may have been paid in advance or deposited as security. The amount awarded for any taking under the power of eminent domain shall belong to and be the property of the Landlord. Nothing herein shall limit the Tenant's ability to make an independent claim for damages or awards. Tenant agrees that the terms of this Section 21 shall govern any taking by any public authority under the power of eminent domain and shall accordingly supersede any contrary statute or rule of law. In no event shall any governmental action for the purpose of protecting public safety (e.g., to protect against acts of war, the spread of communicable diseases, or an infestation), including but not limited to, any order requiring businesses to close temporarily, be considered a taking by a public authority under the power of eminent domain, a condemnation, or a temporary taking for "public use" requiring government compensation or entitling Tenant to abatement of rent or any other remedy.

22. Waiver. No waiver of any of the covenants and agreements herein contained or of any breach thereof shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any time of the same or of any other covenants and agreements hereof.

23. Limitation of Landlord's Liability. Landlord shall only be responsible for its obligations under this Lease arising during its period of ownership of the Project. Any liability of the Landlord under this Lease shall be limited solely to its interest in the Project, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord. In no event shall any obligation or liability whatsoever of Landlord become personally binding on any partner of Landlord or officer, director, manager, member or shareholder of Landlord. Neither Landlord nor any Landlord related parties shall be liable to Tenant for any lost profit, damage to or loss of business or any form of special, indirect or consequential damage.

24. Subordination. This Lease is subject and subordinate to all mortgages, which may now or hereafter affect the Premises or the Project of which it forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute promptly any subordination certificate that Landlord may subsequently request; provided, however, that Tenant may condition such subordination upon the execution and delivery by the applicable mortgage holder of a so-called "non-disturbance" agreement in customary form.

25. Alterations and Trade Fixtures. Tenant shall not make any alterations, additions or improvements ("Alterations") to the Premises, Building or Project without Landlord's prior written consent. Alterations approved by Landlord shall comply with all applicable codes and municipal requirements and be installed with commercial grade materials in a good and workmanlike manner by a contractor reasonably acceptable to Landlord. Tenant shall furnish

security or make other arrangements satisfactory to Landlord to assure payment for the completion of work free and clear of liens and shall provide certificates indicating insurance sufficient to protect Landlord from any liability or damages during construction. Upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the county in which the Premises are located in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to Landlord a reproducible copy of the "as built" drawings, and specifications therefor of the Alterations if customary for such Alterations. Upon surrender of the Premises, all Improvements and Alterations shall remain on the Premises as Landlord's property, except to the extent Landlord requires removal at Tenant's expense. Tenant may at any time request in writing Landlord's determination as to whether an Improvement or Alteration shall become property of Landlord. Tenant, at its own cost and expense, may erect shelves, bins, machinery and trade fixtures ("**Trade Fixtures**") in the ordinary course of its business provided that such items do not alter the basic character of the Premises, do not overload or damage the Premises, and may be removed without damage to the Premises. The installation of Trade Fixtures must comply with all codes and municipal requirements. Tenant shall remove its Trade Fixtures upon surrender of the Premises and repair any damage caused by the removal.

26. Surrender of Premises. Upon termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, free-standing cabinet work, and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and cabling, wiring or conduit which may have been placed within the Building by or on behalf of Tenant, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal. Any Alterations or Trade Fixtures not removed as required shall be deemed abandoned and may be removed, stored or disposed of by Landlord at Tenant's expense. All obligations of Tenant not fully performed as of the termination of the Lease Term shall survive the termination of the Lease Term, including without limitation, indemnity obligations, monetary obligations, and obligations concerning repair of the Premises..

27. Inspection and Access. Landlord or its agents shall have the right to enter the Premises after telephonic notice to Tenant during normal business hours, except in the case of emergencies where notice and time restrictions shall not be imposed, to inspect and make repairs to the Premises or the Building. Landlord or its agents shall have the right to enter the Premises without notice during normal business hours for the purpose of showing the Premises to prospective tenants or purchasers. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, Building or Project, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications, or restrictions.

28. Events of Default. Each of the following events shall be an event of default ("**Event of Default**") by Tenant under this Lease:

- (a) Tenant shall fail to pay Base Rent or any other payment required herein when due.
- (b) Any insurance required to be maintained by Tenant pursuant to this Lease shall be terminated or cancelled or shall expire or shall be reduced below the limits specified in this Lease.
- (c) Tenant shall attempt or there shall occur any assignment, sublease or other transfer of Tenant's interest in this Lease except as is otherwise permitted in this Lease.
- (d) The appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's property, or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises, unless such appointment, attachment, execution or seizure is discharged within thirty (30) calendar days after the appointment, attachment, execution or seizure.

(e) The institution of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other proceedings for relief under any bankruptcy or insolvency law or any other similar law for the relief of debtors, by or against Tenant, and if instituted against Tenant, the same are not dismissed within thirty (30) calendar days after the institution of such proceedings.

(f) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph 28, and except as otherwise expressly provided herein, such default shall continue for more than thirty (30) days after Landlord shall have given Tenant written notice of such default (unless such performance due to the nature of the obligation, requires a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary but in no event shall such default continue more than ninety (90) days after Landlord shall have given Tenant written notice of such default).

29. Landlord's Remedies. On the occurrence of any such Event of Default, Landlord shall, in addition to any other rights or remedies available to Landlord under this Lease and under the laws of the state in which the Premises are located, have the following rights and remedies:

(a) Termination of Lease. Landlord may terminate this Lease and Tenant's right of possession by giving Tenant written notice indicating the date upon which this Lease is terminated and Tenant shall immediately surrender possession of the Premises to Landlord. Upon such termination, Landlord shall be entitled to recover from Tenant the following amounts: (i) the worth at the time of the 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 rental loss that Tenant 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 Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, without limitation, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Landlord in connection with this Lease applicable to the unexpired Lease Term. The worth at the time of award of the amount referred to in subparagraphs (i) and (ii) of the immediately preceding sentence shall be computed by allowing interest at ten percent (10%) per annum, but in no case greater than the maximum amount of such interest permitted by law. The worth at the time of award of the amount referred to in subparagraph (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco or the Federal Reserve Bank District in which the Premises are located at the time of award plus one percent (1%). Efforts by Landlord to mitigate damages caused by an Event of Default shall not waive Landlord's right to recover damages under this Paragraph 29. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or any part thereof in a separate suit for such rent and/or damages. If a notice and grace period required under Paragraph 28 (a) or (f) was not previously given, a notice to pay rent or quit, or to perform or quit, as the case may be, given to Tenant under any statute authorizing the forfeiture of leases for unlawful detainer shall also constitute the applicable notice for grace period purposes required by Paragraph 28 (a) or (f). In such case, the applicable grace period under the unlawful detainer statute shall run concurrently after the one such statutory notice, and the failure of Tenant to cure the breach of the Lease within the greater of the two (2) such grace periods shall constitute both an unlawful detainer and an Event of Default entitling Landlord to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease. Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any Event of Default, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

(c) Other. Landlord may pursue any other remedy now or hereafter available to Landlord under the laws in which the Premises are located. The failure of Landlord at any time to enforce its rights under this Lease shall not be construed as having created a custom that modifies the terms, conditions or covenants of the Lease. The rights, privileges, elections and remedies of Landlord under this Lease shall be cumulative, and Landlord shall have the right to exercise such remedies at any time and from time to time singularly or in combination. If Landlord exercises the remedies provided for in subparagraph (a) hereinabove, Tenant shall surrender possession and vacate the Premises immediately and deliver possession thereof to Landlord, and Landlord may then or at any time thereafter re-enter and take complete and peaceful possession of the Premises. Even if an eviction moratoria exists, to the extent allowed by applicable law, Landlord shall have the right to continue this Lease in effect and bring an action to collect rent due under this Lease (including an action against any guarantors of Tenant's obligations under this Lease) and otherwise exercise Landlord's rights and remedies under this Lease including, but not limited to, Landlord's right to apply or draw upon any security deposit or letter of credit delivered to Landlord pursuant to this Lease.

30. Liens. Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable for labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within fifteen (15) days of the filing or recording; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such fifteen (15) day period.

31. Estoppel Certificate. The parties shall within ten (10) days after written notice from the other party execute and deliver an estoppel certificate confirming to others that this Lease is in full force and effect, that neither party is in default and other such factual information as may be reasonably required.

32. Hazardous Material. Except for Hazardous Materials contained in products used by Tenant in de minimis quantities for ordinary cleaning or office purposes, Tenant shall not permit or cause any party to bring any Hazardous Materials upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Landlord's prior written consent. If Hazardous Materials storage is approved by Landlord, Tenant shall at all times operate in strict compliance with all applicable federal, state, and local laws, rules, regulations, and orders. For purposes of this provision, the term "**Hazardous Materials**" shall mean and refer to any waste, pollutant, material, or contaminant, or other substance of any kind or character that are or become regulated as hazardous or toxic waste or substance, or which require special handling or treatment, under any applicable local, state, or federal law, rule, regulation, or order. Landlord shall at all times have access to the Premises and a right to perform inspections and tests with respect to Hazardous Materials. Tenant, at its sole cost and expense, shall remediate in a manner satisfactory to Landlord any release of Hazardous Materials at the Building and the Project by Tenant, its agents, employees, contractors, subtenants, or invitees.

Tenant shall indemnify, defend, and hold harmless Landlord from and against (a) any loss, cost, expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work (herein referred to as "**Remedial Work**") required by, or incurred by Landlord or any other person or party in a reasonable belief that such Remedial Work is required by any applicable federal, state or local law, rule, regulation or order, or by any governmental agency, authority, or political subdivision having jurisdiction over the Premises, and (b) any claims of third parties for loss, injury, expense, or damage arising out of the presence, release, or discharge of any Hazardous Materials on, under, in, above, to, or from the Premises. In the event any Remedial Work is so required under any applicable federal, state, or local law, rule, regulation or order, Tenant shall promptly perform or cause to be performed such Remedial Work in compliance with such law, rule, regulation, or order. In the event Tenant shall fail to commence the Remedial Work in a timely fashion, or shall fail to prosecute diligently the Remedial Work to completion, such failure shall constitute an event of default on the part of Tenant under the terms of this Lease, and Landlord, in addition to any other rights or remedies afforded it hereunder, may, but shall

not be obligated to, cause the Remedial Work to be performed, and Tenant shall promptly reimburse Landlord for the cost and expense thereof upon demand. Landlord will not assert a claim against Tenant for Hazardous Materials which are not caused by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, or which were released prior to this Lease Term.

33. Miscellaneous.

(a) The parties waive their respective rights to a trial by jury in any action or proceeding involving the Premises or arising out of this Lease.

(b) The parties agree that in the event any clause or provision of this Lease is ruled illegal, invalid or unenforceable under present or future laws, then such portion shall be deemed severable, and it shall not invalidate or impair the Lease as a whole or any other provision of the Lease.

(c) All provisions of this Lease to be observed or performed by Tenant are both covenants and conditions. In construing this Lease, all heading and titles are for convenience of the parties only. Whenever required by the context, the singular shall mean plural and vice versa. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.

(d) Landlord shall have the right, at any time without liability to Tenant, to make, at Landlord's own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, Building or Project, provided that Landlord shall use commercially reasonable efforts to minimize the inconvenience or annoyance to Tenant during construction as is dictated by the circumstances.

(e) Time is of the essence of each and every provision of this Lease.

(f) This Lease constitutes the entire agreement between the parties and supersedes all promises, representations, negotiations and prior agreements. No waiver, modifications, additions or addenda to this Lease shall be valid unless in writing and signed by both the Landlord and the Tenant.

(g) Subject to the terms of this Lease, this Lease shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties, and this Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located. Tenant expressly agrees that any and all disputes arising out of or in connection with this Lease shall be litigated only in the Superior Court of the State of California for the County of Alameda (and in no other), and Tenant consents to the jurisdiction of said court.

(h) Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease.

(i) Each individual executing this Lease represents and warrants that he or she is duly authorized to do so. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Lease transmitted by facsimile, email, DocuSign or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Lease for all purposes.

(j) Preparation and submission of this Lease by Landlord to Tenant shall not be deemed an offer. This Lease is not intended to be binding until executed and delivered by all parties hereto.

(k) If and when included within the term "Tenant" as used in this instrument, there is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Tenant.

(l) Upon execution and delivery of the Lease and occupancy of Premises, Landlord shall pay the following real estate brokers a commission per separate agreement: No brokers. The parties represent and

warrant to the other that it has had no dealings with any other broker or brokers except as listed above in connection with this Lease. The parties agree to indemnify, defend and hold the other harmless from and against any liability or claim for compensation made by any unnamed broker.

(m) Tenant shall not record this Lease or any memorandum or other document evidencing the existence of this Lease.

(n) No act or failure to act on the part of Landlord which would otherwise entitle Tenant to be relieved of its obligations hereunder or to terminate this Lease shall result in such a release or termination unless (a) Tenant has given notice by registered or certified mail to any Mortgagee of a Mortgage (each as defined below) covering the Project whose address has been furnished to Tenant and (b) such Mortgagee is afforded a reasonable opportunity to cure the default by Landlord (which shall in no event be less than sixty (60) days), including, if necessary to effect the cure, time to obtain possession of the Project by power of sale or judicial foreclosure provided that such foreclosure remedy is diligently pursued. Tenant shall comply with any written directions by any Mortgagee to pay Rent due hereunder directly to such Mortgagee without determining whether a default exists under such Mortgagee's Mortgage. The term, "Mortgage" means any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Project, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "**Mortgage**"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee".

(o) All demands, approvals, consents or notices (collectively referred to as a "**notice**") shall be in writing and delivered by hand or sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth below; provided, however, notices sent by Landlord regarding general Project operational matters may be sent via e-mail to the e-mail address provided by Tenant to Landlord for such purpose. In addition, if the Project is closed (whether due to emergency, governmental order or any other reason), then any notice address at the Project shall not be deemed a required notice address during such closure, and, unless Tenant has provided an alternative valid notice address to Landlord for use during such closure, any notices sent during such closure may be sent via e-mail or in any other practical manner reasonably designed to ensure receipt by the intended recipient. 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, 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.

Landlord:

CBRE
2020 Challenger Drive, Suite 101
Alameda, CA 94501
Attention: Property Manager
Email: Marie.Flores@cbre.com

With copies to:

G&I IX Marina Village Research Park LP
c/o DRA Advisors LLC
575 Fifth Avenue, 38th Floor
New York, NY 10017
Attention: Asset Manager

Blue Rise Ventures
2020 Challenger Drive, Suite 101
Alameda, CA 94501

Tenant:

Alameda Police Department
1555 Oak Street
Alameda, CA 94501
Attention: Chief Nishant Joshi
Email: njoshi@alamedaca.gov

With copies to:

Alameda City Attorney's Office
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
Attention: Yibin Shen
Email:
cityattorney@alamedacityattorney.org

and

Attention: Dan J. Poritzky

and

Ziontz & Radick LLP
233 Wilshire Blvd., Suite 600
Santa Monica, CA 90401
Attention: Mitch Ziontz, Esq.

Alameda City Manager's Office
2263 Santa Clara Avenue, Room 320
Alameda, CA 94501
Email: manager@alamedaca.gov

(p) Intentionally deleted.

(q) If Tenant is a corporation, limited liability company, partnership or other entity, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California, and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so. In such event, Tenant shall, within ten (10) days after execution of this Lease, deliver to Landlord satisfactory evidence of such authority and, if a corporation, upon demand by Landlord, also deliver to Landlord satisfactory evidence of (i) good standing in Tenant's state of incorporation, and (ii) qualification to do business in California.

(r) Upon at least thirty (30) days' prior written notice, Landlord may relocate Tenant within the Project to space which is comparable in size, utility and condition to the Premises. If Landlord relocates Tenant, Landlord shall (a) reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment and supplies from the Premises to the relocation space, and (b) improve the relocation space with improvements substantially similar to those Landlord is committed to provide or has provided in the Premises under this Lease. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of this Lease shall remain in full force and shall apply to the relocation space; provided, however, that (i) if the rentable area of the relocation space is smaller than rentable area of the Premises, then Tenant shall be entitled (from and after the relocation date) to a reduction in Base Rent in proportion to the reduction in the rentable area of the Premises, and (ii) if the rentable area of the relocation space is larger than the rentable area of the Premises, then the Base Rent shall not be modified in any way.

34. No Auctions: Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises or the common areas without first having obtained Landlord's prior written consent, which Landlord may withhold in its sole discretion. Notwithstanding anything to the contrary in this Lease, Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to grant such consent.

35. Landlord Default. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust encumbering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant's only remedy in the event of a default under this Lease shall be to terminate the Lease. Any damages or judgments arising out of Landlord's default of its obligations under this Lease shall be satisfied only out of Landlord's interest and estate in the Premises, and Landlord shall have no personal liability beyond such interest and estate with respect to such damages or judgments.

36. Nondisclosure of Lease Terms. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Except to the extent disclosure is required by law, Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal and space-planning consultants, provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease or pursuant to legal requirement. Landlord acknowledges that, notwithstanding this nondisclosure provision, California's Public Records Act may require Tenant to disclose to the general public some or all of the terms of this Lease and related documents as public records.

37. Patriot Act. Tenant hereby represents, warrants and certifies that: (i) neither it nor its officers, directors, or controlling owners is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specifically Designated National or 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 ("SDN"); (ii) neither it nor its officers, directors or controlling owners is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation; and (iii) neither it nor its officers, directors or controlling owners is in violation of Presidential Executive Order 13224, the USA PATRIOT Act, (Public Law 107-56), the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto. If the foregoing representations are untrue at any time during the Lease Term, an Event of Default will be deemed to have occurred, without the necessity of notice to Tenant. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

38. Inspection by a CASp in Accordance with Civil Code § 1938. Pursuant to California Civil Code Section 1938, Landlord is required to inform Tenant whether the Premises has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the Premises meets all applicable construction-related accessibility standards pursuant to Section 55.53 of the California Civil Code. Landlord informs Tenant that the Premises have not been so inspected by a CASp and Tenant acknowledges that neither the Building nor the Premises has undergone inspection by a CASp. As required by Section 1938(e) of the California Civil Code, Landlord states as follows: "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." Landlord and Tenant agree that any CASp inspection requested by Tenant shall be conducted at Tenant's sole cost and expense and any repairs within the Premises to correct violations of construction-related accessibility standards disclosed by any CASp inspection requested by Tenant shall be performed at Tenant's sole cost and expense.

39. Roof Use by Landlord. Landlord reserves the right to use the surface of the roof in any manner which does not materially interfere with Tenant's use of the Premises including, but not limited to, installation of telecommunication equipment, solar equipment or any other uses.

40. Waiver of Redemption and Common Law Defenses by Tenant. Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing (a) to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease, and (b) to disavow the effectiveness of this Lease or claim that Tenant is excused from Tenant's obligations with regard to Rent and other charges to be paid by Tenant pursuant to this Lease based on any common law doctrines of frustration of purpose or impracticability or impossibility of performance regardless of the occurrence of events making performance of Tenant's obligations under this Lease unprofitable, less profitable or more difficult, including the unavailability of a particular source of funds.

41. Rules and Regulations. Tenant agrees that it will abide by, and keep and observe all reasonable rules and regulations ("Rules and Regulations") which Landlord may make from time to time for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or Tenant of the Project and their invitees. The current Rules and Regulations for the Project are attached hereto as "Exhibit B."

42. Exhibits. The Exhibits listed below are incorporated into and made a part of this Lease:

Exhibit A – Project and Premises

Exhibit B - Rules and Regulations

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date written on Page 1.

LANDLORD

**G&I IX MARINA VILLAGE RESEARCH PARK
LP**, a Delaware limited partnership

By: G&I IX Marina Village RP GP LLC,
a Delaware limited liability company
its General Partner

By: _____
Name: _____
Title: _____

TENANT

CITY OF ALAMEDA,
a Charter City of the State of California, on behalf of the
Alameda Police Department

By: _____
Name: _____
Title: _____

Exhibit A

Premises

The Premises consists of approximately 3,179 rentable square feet commonly known as Suite 100 in the building located at 2020 Challenger Drive, Alameda, California and as outlined in red below.

[to be attached]

Exhibit B

Rules and Regulations

Tenant shall faithfully observe and comply with the following Rules and Regulations and the Parking Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations and/or the Parking Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building and/or the Project.

1. Tenant shall not place any lock(s) on any door, or install any security system (including, without limitation, card key systems, alarms or security cameras), in the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right to retain at all times and to use keys or other access codes or devices to all locks and/or security systems within and to the Premises. A reasonable number of keys to the locks on the entry doors of the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or earlier termination of the Lease. Further, if and to the extent Tenant re-keys, re-programs or otherwise changes any locks in or for the Premises, all such locks and key systems must be consistent with the master lock and key system at the Building, all at Tenant's sole cost and expense.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises, unless electrical hold backs have been installed. Sidewalks, doorways, passages, entrances, vestibules, halls, stairways and other Common Areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises, and Tenant, its employees and agents shall not loiter in the entrances or corridors.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the vicinity of the Building. Tenant and its employees and agents shall ensure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register when so doing. After-hours access by Tenant's authorized employees may be provided by hard-key, card-key access or other procedures adopted by Landlord from time to time; Tenant shall pay for the costs of all access cards provided to Tenant's employees and all replacements thereof for lost, stolen and/or damaged cards. Access to the Building and/or the Project may be refused unless the person seeking access has proper identification or has a previously arranged pass for such access. Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building and/or the Project of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building and/or the Project during the continuance of same by any means it deems appropriate for the safety and protection of life and property.

4. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants and/or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.

5. No furniture, freight, packages, supplies, equipment or merchandise will be brought into or removed from the Building or carried up or down in the elevators, except upon prior notice to Landlord, and in such manner, in such specific elevator, and between such hours as shall be designated by Landlord. Tenant shall provide Landlord with not less than 24 hours' prior notice of the need to utilize an elevator for any such purpose, so as to provide Landlord with a reasonable period to schedule such use and to install such padding or take such other actions or prescribe such procedures as are appropriate to protect against damage to the elevators or other parts of the Building. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from such activity described herein. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with such activity described herein, Tenant shall be solely liable for any resulting damage or loss.

6. Landlord shall have the right to control and operate the public portions of the Building and Project, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of tenants, in such manner as is customary for comparable buildings in the vicinity of the Building.

7. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. Landlord shall have the right to remove any signs, advertisements, and notices not approved in writing by Landlord without notice to and at the expense of Tenant. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.

8. The requirements of Tenant will be attended to only upon application at the management office of the Project or at such office location designated by Landlord.

9. Tenant shall not disturb (by use of any television, radio or musical instrument, making loud or disruptive noises, creating offensive odors or otherwise), solicit, or canvass any occupant of the Building and/or the Project and shall cooperate with Landlord or Landlord's agents to prevent same.

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 substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.

11. Tenant shall not overload the floor of the Premises. Tenant shall not mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent first had and obtained; provided, however, Landlord's prior consent shall not be required with respect to Tenant's placement of pictures and other normal office wall hangings on the interior walls of the Premises (but at the end of the Lease Term, Tenant shall repair any holes and other damage to the Premises resulting therefrom).

12. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord.

13. Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent of Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, portable coolers (such as "move n cools") or space heaters, without Landlord's prior written consent, and any such approval will be for devices that meet federal, state and local code.

14. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building and/or about the Project, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws, rules and regulations. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Project, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Laws which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.

15. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building and/or the Project by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therewith.

16. Tenant shall not bring into or keep within the Project, the Building or the Premises any animals (except those assisting handicapped persons or trained police dogs accompanying their police officer handler), birds, fish tanks, bicycles or other vehicles.

17. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises, the Building and/or the Project. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.

18. No cooking shall be done or permitted by Tenant on the Premises, nor shall the Premises be used for the storage of merchandise or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other tenants.

19. Landlord will approve where and how telephone and telegraph wires and other cabling are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment and/or systems affixed to the Premises shall be subject to the approval of Landlord. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

20. Landlord reserves the right to exclude or expel from the Building and/or the Project 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 any of these Rules and Regulations or cause harm to Building occupants and/or property.

21. All contractors, contractor's representatives and installation technicians performing work in the Building or at the Project shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

22. Tenant shall not employ any person other than the janitor of Landlord for the purpose of cleaning the Premises without prior written consent of Landlord, and without Landlord's consent, no person or persons shall be permitted to enter the Building for the purpose of cleaning the same. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.

23. Tenant at all times shall maintain the entire Premises in a neat and clean, first class condition, free of debris. Tenant shall not place items, including, without limitation, any boxes, files, trash receptacles or loose cabling or wiring, in or near any window to the Premises which would be visible anywhere from the exterior of the Premises.

24. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, including, without limitation, the use of window blinds to block solar heat load, and shall refrain from attempting to adjust any controls. Tenant shall comply with and participate in any program for metering or otherwise measuring the use of utilities and services, including, without limitation, programs requiring the disclosure or reporting of the use of any utilities or services. Tenant shall also cooperate and comply with, participate in, and assist in the implementation of (and take no action that is inconsistent with, or which would result in Landlord, the Building and/or the Project failing to comply with the requirements of) any conservation, sustainability, recycling, energy efficiency, and waste reduction programs, environmental protection efforts and/or other programs that are in place and/or implemented from time to time at the Building and/or the Project, including, without limitation, any required reporting, disclosure, rating or compliance system or program (including, but not limited to, any LEED [Leadership in Energy and Environmental Design] rating or compliance system, including those currently coordinated through the U.S. Green Building Council).

25. Tenant shall store all its recyclables, trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of recyclables, trash and garbage in the city in which the Project is located without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate.

26. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

27. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed, when the Premises are not occupied, or when the entry to the Premises is not manned by Tenant on a regular basis.

28. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord.

29. The washing and/or detailing of or, the installation of windshields, radios, telephones in or general work on, automobiles shall not be allowed on the Project, except under specific arrangement with Landlord.

30. Food vendors shall be allowed in the Building upon receipt of a written request from Tenant delivered to Landlord. The food vendor shall service only the tenants that have a written request on file in the management office of the Project. Under no circumstance shall the food vendor display their products in a public or Common Area including corridors and elevator lobbies. Any failure to comply with this rule shall result in immediate permanent withdrawal of the vendor from the Building. Tenant shall obtain ice, drinking water, linen, barbering, shoe polishing, floor polishing, cleaning, janitorial, plant care or other similar services only from vendors who have registered in the management office of the Project and who have been approved by Landlord for provision of such services in the Premises.

31. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

32. Tenant shall comply with any non-smoking ordinance adopted by any applicable governmental authority. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Premises and/or the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.

33. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("**Labor Disruption**"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume, and Tenant shall have no claim for damages against Landlord or any of its trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagees, or agents in connection therewith.

34. No tents, shacks, temporary or permanent structures of any kind shall be allowed on the Project. No personal belongings may be left unattended in any Common Areas.

35. Landlord shall have the right to prohibit the use of the name of the Building or Project or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or Project or the desirability thereof. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

36. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.

37. The work of cleaning personnel shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

38. Tenant shall comply with all Building security procedures as Landlord may effectuate.

39. Tenant shall at all times cooperate with Landlord in preserving a first-class image for the Building.

40. Notwithstanding anything to the contrary set forth in the Lease or these Rules and Regulations, in order to maintain a clean, safe and healthy environment for the tenants, patrons and employees of the Project, Landlord reserves the

right, but shall have no obligation, to implement a protocol for screening all individuals entering the Project, mandating the use of face coverings or other personal protective equipment, and/or establishing other measures in connection with any health emergency related to a virus, disease, pandemic, epidemic or similar cause. Landlord may preclude entry to those who refuse to participate in such screening or other measures or who fail to meet the screening or other requirements set forth in such protocol.

PARKING RULES AND REGULATIONS

1. Landlord reserves the right to establish and reasonably change the hours for the Parking Facilities, on a non-discriminatory basis, from time to time. Tenant shall not store or permit its employees to store any automobiles in the Parking Facilities without the prior written consent of Landlord (and/or the Parking Operator, as the case may be). Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Parking Facilities or on the Project. The Parking Facilities may not be used by Tenant or its agents for overnight parking of vehicles. If it is necessary for Tenant or its employees to leave an automobile in the Parking Facilities overnight, Tenant shall provide Landlord (or the Parking Operator as the case may be) with prior notice thereof designating the license plate number and model of such automobile.

2. Tenant (including Tenant's employees and agents) will use the parking spaces solely for the purpose of parking passenger model cars, small vans and small trucks and will comply in all respects with any rules and regulations that may be promulgated by Landlord and/or the Parking Operator from time to time with respect to the Parking Facilities.

3. Vehicles must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.

4. All directional signs and arrows must be observed.

5. The speed limit shall be 5 miles per hour.

6. Parking spaces reserved for handicapped persons must be used only by vehicles properly designated.

7. Parking is prohibited in all areas not expressly designated for parking, including without limitation:

- (a) areas not striped for parking;
- (b) aisles;
- (c) where "no parking" signs are posted;
- (d) ramps; and
- (e) loading zones.

8. Parking stickers, key cards and any other devices or forms of identification or entry supplied by Landlord or the Parking Operator shall remain the property of Landlord (or the Parking Operator as the case may be). Such device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking passes and devices are not transferable and any pass or device in the possession of an unauthorized holder will be void.

9. Parking managers or attendants are not authorized to make or allow any exceptions to these Parking Rules and Regulations.

10. Every parker is required to park and lock his/her own car.

11. Loss or theft of parking passes, identification, key cards or other such devices must be reported to Landlord (and/or to the Parking Operator as the case may be) immediately. Any parking devices reported lost or stolen found on any authorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen passes and devices found by Tenant or its employees must be reported to Landlord (and to the Parking Operator, as the case may be) immediately.

12. Washing, waxing, cleaning or servicing of any vehicle by the customer and/or its agents is prohibited.

13. Tenant agrees to acquaint all persons to whom Tenant assigns a parking space with these Parking Rules and Regulations.

14. Neither Landlord nor the Parking Operator (as the case may be), from time to time will be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Facilities, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Facilities and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (i) Landlord will not be obligated to provide any traffic control, security protection or Parking Operator for the Parking Facilities; (ii) Tenant uses the Parking Facilities at its own risk; and (iii) Landlord will not be liable for personal injury or death, or theft, loss of or damage to property. Tenant indemnifies and agrees to hold Landlord, any Parking Operator and their respective agents and employees harmless from and against any and all claims, demands, and actions arising out of the use of the Parking Facilities by Tenant and its employees and agents, whether brought by any of such persons or any other person.

15. Tenant will ensure that any vehicle parked in any of the parking spaces will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline. If any of the parking spaces are at any time used (i) for any purpose other than parking as provided above, (ii) in any way or manner reasonably objectionable to Landlord, or (iii) by Tenant after default by Tenant under the Lease, Landlord, in addition to any other rights otherwise available to Landlord, may consider such default an event of default under the Lease.

16. Tenant's right to use the Parking Facilities will be in common with other tenants of the Project and with other parties permitted by Landlord to use the Parking Facilities. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Landlord, provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation).

17. If the Parking Facilities are damaged or destroyed, or if the use of the Parking Facilities is limited or prohibited by any governmental authority, or the use or operation of the Parking Facilities is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's reasonable control, Tenant's inability to use the parking spaces will not subject Landlord (and/or the Parking Operator, as the case may be) to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect. Tenant will pay to Landlord upon demand, and Tenant indemnifies Landlord against, any and all loss or damage to the Parking Facilities, or any equipment, fixtures, or signs used in connection with the Parking Facilities and any adjoining buildings or structures caused by Tenant or any of its employees and agents.

18. Tenant has no right to assign or sublicense any of its rights in the parking passes, except as part of a permitted assignment or sublease of the Lease; however, Tenant may allocate the parking passes among its employees.

Tenant shall be responsible for the observance of all of the Rules and Regulations and Parking Rules and Regulations in this Exhibit B by Tenant's employees, agents, clients, customers, invitees and guests. Landlord may waive any one or more of the Rules and Regulations and/or Parking Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations and/or Parking Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules or Regulations and/or Parking Rules and Regulations against any or all tenants of the Building and/or the Project. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations and/or the Parking Rules and Regulations, or to make such other and further reasonable Rules and Regulations and/or Parking 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, Building and Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Tenant shall be deemed to have read these Rules and Regulations and Parking Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.