

**LEASE AGREEMENT**

BY AND BETWEEN

**CITY OF ALAMEDA,**

a charter city and municipal corporation  
AS LANDLORD

and

**DOER MARINE OPERATIONS,**

a California corporation  
AS TENANT

**INDEX OF EXHIBITS**

*Exhibit*

- A LEASE AREA
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**BASIC LEASE INFORMATION**

<i>Lease Date:</i>	Dated as of _____, 2024 for reference purposes only	
<i>Landlord:</i>	City of Alameda, a charter city and municipal corporation	
<i>Landlord's Address:</i>	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, Inc., as Agent for City of Alameda 950 W. Mall Square, Suite 239 Alameda, CA 94501 Tel: (510) 749-0304	
<i>Tenant:</i>	DOER Marine Operations, a California corporation	
<i>Tenant's Address:</i>	650 West Tower Avenue Alameda, CA 94501 Attn: Liz Taylor, CEO	
<i>Lease Area:</i>	Those certain premises located at 650 West Tower Avenue consisting of approximately 30,000 Square feet	
<i>Length of Term:</i>	Eighteen (18) months	
<i>Estimated Commencement Date:</i>	1 September 2024	
<i>Estimated Expiration Date:</i>	1 March 2026	
<i>Extension Option:</i>	One (1) option to extend the Term for an additional six (6) months.	
<i>Lease Fee:</i>	<i>Months</i>	<i>Monthly Lease Fee</i>
	1-12	\$.65 per square foot (\$19,500.00 per month)

	13-18	\$0.70 (\$21,000.00 per month)
	19-24 (“Renewal Term”)	\$0.70 per square foot (\$21,000 per month)
<i>Taxes and Utilities:</i>	Tenant shall pay all costs for services and utilities to the Lease Area, as defined herein. Tenant shall pay all taxes (including possessory interest taxes) levied on or against the Lease Area or its personal property.	
<i>Tenants’ Share:</i>	N/A	
<i>Security Deposit:</i>	Fifteen Thousand Three Hundred and no 1/100 (\$15,300.00)	
<i>Permitted Use:</i>	Office, research and development, manufacturing, prototyping workshop, testing, instruction, service, repair, retail dive and related uses, including, light assembly of vehicle components.	
<i>Parking:</i>	Tenant shall have the right, on an exclusive basis, to have its employees and visitors park in the paved areas adjacent to the Buildings as identified as the Parking Areas on <b>Exhibit A-1</b> attached hereto, as further set forth in Section 2.2 herein below	
<i>Brokers:</i>	Cushman & Wakefield (Landlord Broker)  Avison Young (Tenant Broker)	

## LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **CITY OF ALAMEDA**, a charter city and municipal corporation (hereinafter referred to as “**Landlord**” or “**City**”) and DOER Marine Operations, a California corporation (hereinafter referred to as “**Tenant**”). The Basic Lease Information, the Exhibits and this Lease Agreement are and shall be construed as a single instrument and are referred to herein as the “**Agreement**”.

1. GRANT OF LEASE: As specified in the Basic Lease Information and described herein, in consideration for the Lease Fee and all other charges and payments payable by Tenant, and for the terms and conditions to be performed by Tenant in this Agreement, Landlord hereby grants permission to Tenant to occupy the Lease Area and engage in any Permitted Uses within the Lease Area.

2. LEASE AREA:

2.1 Square Footage. The Lease Area that is the subject of this Agreement and which Tenant may use and occupy is specified in the Basic Lease Information and attached Exhibits for the building, parking area and yard. The Lease Area has the address and contains the approximate square footage specified in the Basic Lease Information. With at least 30 days written notice to the City pursuant to Section 17 of this Agreement, Tenant may increase the square footage of the Lease Area by up to 10,000 additional square feet as depicted in Exhibit A. If Tenant exercises said option to increase the square footage of the Lease Area, Tenant’s future monthly Lease Fee payments to the City shall increase to include the additional occupied space. For clarity, the increased rent in the event of an increase to 40,000 square feet shall be thirty-three percent (33%) more than the payment due from Tenant in the previous month. Parking. Landlord grants to Tenant and its employees, agents, suppliers, customers and patrons the right to use those portions of the land designated on Exhibit A-1 as the “**Parking Area**” for parking purposes. Landlord shall not be required to enforce Tenant’s rights to use any parking spaces on the Parking Area. Under no circumstances may the Parking Area be utilized for the storage (beyond 72 hours), repair or maintenance of any vehicles. Under no circumstances may trailers be parked or stored in the Parking Area. Should Tenant or its agents, employees or invitees use the Parking Area or any portion thereof in violation of this Section 2.2, Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to tow away any vehicle or trailer involved and charge the cost of towing and storage to Tenant, which cost shall be immediately payable upon demand by Landlord as Additional Fees. Neither Landlord nor any Landlord Related Party (as defined in Section 10.1 below) Landlord shall not be liable for: (a) loss or damage to any vehicle or other personal property parked or located upon or within the Parking Area, whether pursuant to this Agreement or otherwise and whether caused by fire, theft, explosions, strikes, riots, or any other cause whatsoever; or (b) injury to or death of any person in, about or around any parking spaces or any portion of the 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. Tenant shall not assign any of its rights under this Section 2.2 and, in the event an attempt to assign is made, it shall be void. Landlord shall have no maintenance obligations for the Parking Area and all provisions of this Lease concerning Tenant’s rights and

obligations governing its use of the Lease Area that are not inconsistent with this Section 2.2 shall be applicable to the Parking Area. Tenant currently uses yard area as shown in exhibits for equipment storage, staging, mobilization, testing of equipment and similar ongoing uses which will be continued under this agreement. Yard is appropriately screened and with controlled access.

2.3 No Representations. Tenant accepts the Lease Area in “AS-IS” condition “WITH ALL FAULTS” without any representations or warranties by Landlord, and with no obligation of Landlord to make alterations or improvements to the Lease Area. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the suitability of the Lease Areas for the conduct of Tenant’s business. Landlord shall not be liable for any latent or patent defects in the Lease Area. If required for the conduct of Tenant’s business, Tenant shall be responsible for requesting an inspection and obtaining a Certificate of Occupancy from the City of Alameda.

2.4 Landlord’s Reserved Rights. Landlord hereby reserves the right, and at any time and from time to time, without the same constituting an actual or constructive eviction, to make alterations, additions, repairs, improvements to or in all or any part of the Lease Area and to change the arrangement and/or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets, drive isles, landscaping, curb cuts and paved and unpaved portions of the Lease Area. 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 Lease Area which are above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas of any buildings which are located within the Lease Area. In connection with any of the foregoing activities, Landlord shall use reasonable efforts to minimize any interference with Tenant’s use of the Lease Area and shall not, without the prior written approval of Tenant, (a) materially change the location, size or configuration of the Lease Area; or (b) do anything which would have a material and adverse effect on access to the Lease Area, or ingress and egress to the Lease Area. 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 Agreement.

2.5 No Fee Interest in Land Granted. Nothing herein shall be deemed to grant to Tenant any fee interest, or any exclusive right or special status to negotiate or purchase.

### 3. TERM:

3.1 Generally. Unless otherwise earlier terminated, the term of this Agreement (the “**Term**”) shall commence on September 1, 2024 (“**Commencement Date**”) and shall terminate on March 1, 2026 (“**Termination Date**”) unless terminated earlier as set forth herein.

- a) Tenant shall have one (1) option to extend the Term (a Renewal Option) for a period of six (6) months (“**Renewal Term**”). The Renewal Option may be exercised only by the entity identified as the Tenant in the Basic Lease Information and may not be exercised by any other sublessee or assignee or by any other successor or assign. The Renewal Option shall be effective only if Tenant is not in Default under this Lease, either at the time of exercise of the

Renewal Option or the time of commencement of the Renewal Term. Tenant shall exercise its Renewal Option, if at all, by written notice (“**Election Notice**”) from Tenant to Landlord, in a form substantially the same as Exhibit D, given not more than four (4) months nor less than two (2) months prior to expiration of the initial Term. Any such notice given by Tenant to Landlord shall be irrevocable. If Tenant fails to exercise the Renewal Option in a timely manner as provided for above, said Renewal Option shall be void.

- b) If Tenant exercises the Renewal Option, the Term shall be extended for an additional period upon the same terms and conditions as the initial Term except that (i) there shall be no further Renewal Options available to Tenant at the expiration of the Renewal Term, (ii) Tenant shall continue to occupy the Premises in its as-is condition.
- c) At any time during the Renewal Term Landlord or Tenant may terminate this Agreement by the giving of not less than ninety (90) days’ prior written notice to the other in accordance with Section 17 herein. Upon such early termination, the rights and obligations of the parties hereunder shall terminate, except for those obligations which, by their terms, survive the expiration or earlier termination of this Agreement.

#### 4. LEASE FEES:

4.1 Base Lease Fee. The fee for use of the Lease Area during the Term (“**Lease Fee**”) shall be the amount specified in the Basic Lease Information. Tenant shall pay the Lease Fee to Landlord without prior notice or demand. The Lease Fee shall be paid to the Landlord at the offices of Lincoln Real Estate Group, property manager, located at 950 W. Mall Square, Suite 239, Alameda, CA 94501, or such other place as Landlord shall direct. If the Term commences on a day other than the first day of the calendar month or ends on a day other than the last day of the calendar month, the Lease Fee for any such partial month shall be prorated at the rate of one-thirtieth of the monthly Lease Fee for each day of the period.

4.2 Additional Fees. As used in this Agreement, the term “**Additional Fees**” shall mean all sums of money that are due and payable by Tenant under the terms of this Agreement, other than the base Lease Fee. The term “Fees,” as used herein, shall mean the Lease Fee and, Additional Fees, repair costs or share of Utilities if applicable and all other amounts payable hereunder from Tenant to Landlord. Unless otherwise specified herein, all Fees shall be due and payable by Tenant on or before the date that is thirty (30) days after billing by Landlord.

4.3 Security Deposit. Tenant and Landlord agree Security Deposit of fifteen thousand three hundred and 00/100ths Dollars (\$15,300.00) currently held by Landlord will be applied Lease Agreement and continue to be held by Landlord without liability for interest (unless required by law) as security for the performance of Tenant’s obligations. The Security Deposit is not an advance payment of any Lease Fee or a measure of damages. Landlord may from time to time and without prejudice to any other remedy provided in this Agreement or by

law, subject to prior written notice to Tenant use all or a portion of the Security Deposit to the extent necessary to satisfy past due Lease Fees or to satisfy Tenant's breach under this Agreement or to reimburse or compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur by reason thereof. 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 such balance thereof remaining, will be refunded to the Tenant after the expiration or earlier termination of this Tenant. In the event of an act of bankruptcy by or insolvency of Tenant the appointment of a receiver for Tenant or general assignment for the benefit of Tenant's creditors during the Term, the Security Deposit shall be deemed immediately assigned to Landlord.

5. TAXES AND OPERATING EXPENSES:

5.1 Taxes.

(a) Personal Property and Possessory Interest Taxes. Landlord shall pay all taxes, assessments, fees, and charges levied or imposed against the Lease Area or Tenant's personal property or trade fixtures placed by Tenant in or about the Lease Area during the Term ("**Personal Property Taxes**"). In addition, if the interest created by this Tenant is subject to property taxation under the laws of the State of California, 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 Agreement pursuant to the requirements of California Revenue and Taxation Code section 107.6(a).

(b) Payment. Tenant shall pay the Personal Property Taxes and possessory interest taxes in accordance with the instructions of the taxing entity. Tenant shall pay the Personal Property Taxes, if any, originally imposed upon Landlord, 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 Personal Property Taxes originally imposed upon Landlord and payable by Tenant with respect to the Lease Area shall be prorated on a per diem basis for any partial tax year included in the Term. Tenant's obligation to pay Taxes during the last year of the Term shall survive the expiration or termination of this Agreement.

5.2 Operating Expenses. All costs of management, operation, maintenance, insuring and repair of the (i) structural elements of any buildings within the Lease Area (including the roof); (ii) asphalt or related hardscape components of the Lease Area; and (iii) Landlord's property insurance, if any, are "**Operating Expenses**". During the Term, Landlord shall not assess Tenant any such Operating Expenses, unless the same were incurred as a result of the actions or inactions of Tenant, Tenant's invitees or anyone in the employ of Tenant, in which event such costs may be charged to Tenant as Additional Lease Fees.

6. USE; COMPLIANCE WITH LAWS:

6.1 Use of Lease Area. Tenant may use the Lease Area for office, research and development, manufacturing, prototyping workshop, testing, instruction, training, service,



repair, retail dive, equipment storage, and related uses, including light assembly of vehicle components (the “**Permitted Use**”) and for no other purposes without the express written consent of Landlord. Tenant acknowledges that neither Landlord nor any agent of Landlord, has made any representation or warranty with respect to the suitability or fitness of the Lease Area for the conduct of Tenant’s business.

6.2 Compliance with Laws. Tenant shall comply with all laws, ordinances, rules, regulations and codes, of all municipal, county, state and federal authorities, including the Americans With Disabilities Act, as amended (42 U.S.C. section 1201 et seq. [the “ADA”]) pertaining to Tenant’s use and occupancy of the Lease Area and the conduct of its business. Tenant shall not commit, or suffer to be committed, any waste upon the Lease Area, or any public or private nuisance, or other act or thing that disturbs the quiet enjoyment of any other tenants or occupants at the NAS Alameda (as defined in Section 6.3 below) or surrounding neighborhoods, nor shall Tenant store any materials in the Lease Area which are visible from areas adjacent to the Lease Area, unless otherwise specifically set forth in this lease. Tenant shall not permit any objectionable odor to escape or be emitted from the Lease Area and shall ensure that the Lease Area remains free from infestation from rodents or insects. Tenant shall not do or permit anything to be done on or about the Lease Area or bring or keep anything into the Lease Area which will in any way increase the rate of, invalidate, or prevent the procuring of any insurance, protecting against loss or damage to the Lease Area 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 Lease Area.

6.3 Restrictions. The Lease Area is located on property known as the former Naval Air Station Alameda (“**NAS Alameda**”), which was conveyed to the City by the United States of America, acting by and through the Department of the Navy by 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 Lease Area subject to certain covenants, conditions, restrictions, easements, and encumbrances as set forth therein. The Lease Area is further encumbered by those certain restrictions set forth in the Declaration of Restrictions (Former NAS 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**”). Use of the Lease Area is further subject to 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 (“**CRUP**”). Copies of the Quitclaim Deed, Declaration of Restrictions and CRUP have been delivered to Tenant and, concurrently with the execution of this Agreement, Tenant shall sign and return to Landlord the Acknowledgment of Receipt, attached hereto as **Exhibit B**. Use of the Lease Area is further restricted by the National Environmental Protection Act Record of Decision (“**ROD**”) for the disposal and reuse of the former NAS 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, CRUP and the ROD, as they effect the Lease Area, are collectively referred to herein as the “**Restrictions**”. Any use of the Lease Area shall comply with the Restrictions and a failure to so comply shall constitute a Default under this Agreement.

6.4 Misuse of Lease Area. If, at any time during the Term, Tenant should use the Lease Area for anything other than the Permitted Use or should Tenant or any of its invitees, contractors, employees or agents fail to comply with any of the Restrictions, then Landlord may, at its sole and absolute discretion, terminate this Agreement. Landlord may also station one or more security officers on or about the Lease Area to monitor for proper use by Tenant.

7. ALTERATIONS:

7.1 Landlord Consent Required. Tenant shall not make any alterations, improvements, or additions (each an “**Alteration**”) in or about the Lease Area or any part thereof without the prior written consent of Landlord, which consent may be granted, withheld or conditioned upon Landlord’s sole and absolute discretion. Landlord consents to the temporary placement of the traffic cones, trash cans, and portable toilets sinks and testing equipment and trade fixtures required for normal business operations, none of which will require any excavation, on the Lease Area and shall be in the interior of the Lease Premises.

7.2 Excavations. In the event Tenant intends to perform any Alterations requiring excavations below the surface of the Lease Area or construction of a permanent structure on the Lease Area, 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, and if required, shall obtain a Marsh Crust Permit.

7.3 Liens. Tenant shall pay when due all claims for labor or materials furnished Tenant for use in the Lease Area. Tenant shall not permit any mechanic liens or any other liens against the Lease Area for any labor or materials furnished to Tenant in connection with work performed on or about the Lease Area 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 of Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause such lien 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.

8. UTILITIES:

8.1 Payments for Utilities and Services. Tenant shall be solely responsible for maintaining an account with Alameda Municipal power or supplying its own generators.

8.2 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, damage, expense or liability, including, without limitation, loss of business or any consequential damages, arising from any failure or inadequacy of any service or utility provided to the Lease Area, whether resulting from any change, failure, interference, disruption or defect in supply or character of the service or utility provided to the Lease Area, or arising from the partial or total unavailability of the service or utility to the Lease Area, from any cause whatsoever, or otherwise, nor shall any such failure, inadequacy, change, interference, disruption, defect or unavailability constitute an actual or constructive eviction of Tenant, or entitle Tenant to any abatement or diminution of Lease Fees or otherwise relieve Tenant from its obligations under this Agreement.

9. MAINTENANCE AND REPAIR OF LEASE AREA:

9.1 Maintenance and Repair by Tenant.

9.1.1 Tenant Maintenance. Tenant shall, at its sole cost and expense, maintain the Lease Area in good repair and in a neat and clean condition (ordinary wear and tear, casualty and condemnation excepted) including making all necessary repairs and replacements as a result of any damage caused by Tenant's use of the Lease Area. Tenant's repair and maintenance obligations include, without limitation, repairs to: (i) floor coverings; (ii) interior partitions; (iii) doors; (iv) interior side of demising walls; (v) roofs; (vi) fire life safety systems, including fire alarms and/or smoke detectors; (vii) heating, ventilation and air conditioning (HVAC) systems exclusively serving the Lease Area; (viii) kitchens; (ix) plumbing and similar facilities located within, or exclusively serving the Lease Area; and (x) telephone and data equipment and cabling.

9.1.2 Tenant Repair. Tenant shall further, at its own costs and expense, repair or restore any damage or injury ordinary wear and tear excepted to all or any part of the non-structural portions of the Lease Area and utility lines exclusively servicing the Lease Area caused by Tenant or Tenant's agents, employees, invitees, Tenants, visitors or contractors, including but not limited to repairs or replacements necessitated by (i) the construction or installation of improvements to the Lease Area by or on behalf of Tenant; (ii) Tenant's use of the Lease Area, and (iii) the moving of any property into or out of the Lease Area. 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 replacement (including Landlord's administrative charge) shall be charged to Tenant as an Additional Fee and shall become due and payable by Tenant with the monthly installment of the Tenant Fee next due hereunder.

9.2 Landlord Maintenance and Repair. Landlord shall maintain in good repair any buildings located in the Lease Area, including structural elements of exterior walls, roofs, and foundations, and existing fire and life safety system, provided such repairs are not necessitated by the actions or inactions of Tenant, Tenant's invitees or anyone in the employ or control of Tenant. Tenant shall further ensure that the Lease Area is maintained free of trash and debris outside of deposit bins or other authorized containers. Tenant hereby waives any and all

rights under and benefits of California Civil Code sections 1932, 1941, and 1942 or any similar or successor laws now or hereby in effect. Tenant shall immediately give Landlord written notice of the need for repair of the items for which Landlord is responsible. If Tenant or Tenant's invitees or anyone in the employment or control of Tenant causes any damages necessitating such repair, then Tenant shall pay to Landlord the cost thereof, immediately upon demand therefor. Except as otherwise expressly set forth in this Agreement, Tenant waives any right to terminate this Lease or offset or abate the Tenant Fee or any Additional Fee by reason of any failure of Landlord to make repairs to the Lease Area.

#### 10. ENVIRONMENTAL PROTECTION PROVISIONS:

10.1 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 problems, and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority in the state in which the Lease Area is 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 and regulations of the state of California; and any other environmental law, regulation or ordinance now existing or hereinafter 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.

10.2 Reportable Uses Required Consent. Except as permitted in this Section 9, Tenant hereby agrees that Tenant and Tenant's officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, vendors, concessionaires, invitees and any other occupants of the Lease Area (collectively, "**Tenant's Representatives**") 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 Lease Area or transported to or from the Lease Area without the express prior written consent of Landlord, which consent may be limited in scope and predicated on strict compliance by Tenant of 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 Lease Area. In connection therewith, Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, Leases and other governmental and regulatory approvals required for the storage or use of Hazardous Materials by Tenant or any of Tenant's Representatives in the Lease Area, including

without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Lease Area. 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.), common household cleaning materials and gasoline and oil in vehicle tanks, so long as such use is in compliance with all Hazardous Materials Laws and does not expose the Lease Area or neighboring property to any meaningful risk of contamination or damage or expose Landlord to any liability therefor.

10.3 Remediation Obligations. If at any time during the Term, any contamination of the Lease Area by Hazardous Materials shall occur where such contamination is caused by the act or omission of Tenant or Tenant's Representatives ("**Tenant's Contamination**"), then Tenant, at Tenant's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Lease Area or the groundwater underlying the Lease Area to the extent required to comply with applicable Hazardous Materials Laws. Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Lease Area or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination 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 Lease Area or the risk of harm to human health, safety or security caused by the Tenant's Contamination. 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 hereunder, 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 Contamination, and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Tenant's Contamination 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 for such remediation (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 Lease Area as part of Tenant's remediation of any Tenant's Contamination. The foregoing notwithstanding, "Tenant's Contamination" shall not refer to or include any Hazardous Materials that were not clearly introduced to the Lease Area by Tenant or Tenant's Representatives. As an example, if lead dust or asbestos is found on the Lease Area, unless there is clear evidence that Tenant introduced those Hazardous Materials to the Lease Area, those Hazardous Materials shall not be considered "Tenant's Contamination," and it shall not be Tenant's responsibility to take remedial action relating to such Hazardous Materials. Moreover, Tenant shall not be responsible for any Hazardous Materials that were present in, on, or below the Lease Area before Tenant occupied the Lease Area.

10.4 Landlord's Inspection Right. Landlord shall have the right to inspect the Lease Area for compliance with environmental, safety, and occupational health laws and regulations, regardless of whether Landlord is responsible for enforcing or complying with them. 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 Lease Area, provided such inspection is undertaken as reasonably as possible so as not to disrupt or interfere with the Permitted Use. Except in the event of an emergency, Landlord shall provide Tenant with reasonable prior notice and an opportunity to have a representative present at any inspection.

10.5 Hazardous Materials Indemnity. In addition to any other provisions of this Agreement, Tenant shall, and does hereby agree, to indemnify and hold harmless Landlord from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage or disposal resulting from Tenant's Contamination, giving rise to liability, civil or criminal, or any other action by Tenant or its contractors, employees, agents, or assigns giving rise to responsibility under any Hazardous Materials Laws. Tenant's obligations hereunder shall apply whenever Landlord incurs costs or liabilities for Tenant's Contamination as provided hereunder. This provision shall survive the expiration or termination of this Agreement.

## 11. INDEMNITY AND WAIVER OF CLAIMS:

11.1 Tenant Indemnification. Tenant shall indemnify, defend and hold Landlord and its trustees, members, principles, beneficiaries, partners, officers, directors, employees, and property managers ("**Landlord Related Parties**") harmless against and from all third party liabilities, obligations, damages, penalties, claims, actions, costs, charges, judgment and expenses (including reasonable attorneys' fees, costs and disbursements) arising from (a) the use of, or any activity done, permitted or suffered in or about the Lease Area by Tenant (including, but not limited to, injuries suffered by Tenant's agents or employees); (b) any activity done, permitted or suffered by Tenant or Tenant's agents or employees in or about the Lease Area during Tenant's possession and use of the Lease Area; (c) any act, neglect, fault, willful misconduct of Tenant or Tenant's agents or employees in or about the Lease Area during Tenant's possession and use thereof; or (d) from any breach or default in the terms of this Agreement by Tenant or Tenant's agents or employees, except to the extent such claims arise out of or relate to the gross negligence or willful misconduct of Landlord or any Landlord Related Party. 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 Landlord's Office of the City Attorney or, at Landlord's election, other counsel reasonably satisfactory to Landlord. As a material part of the consideration to Landlord, Tenant releases Landlord and 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 Lease Area from any cause whatsoever except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord Related Parties, or (ii) loss resulting from business interruption or loss of income at the Lease Area.

11.2 Waiver of Claims. Except in the event of Landlord's or Landlord Related Parties' own gross negligence or willful misconduct Landlord shall not be liable to Tenant and Tenant waives all claims against Landlord and 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 Lease Area from any cause. Without limiting the foregoing, neither Landlord nor any Landlord Related Party shall be liable for and there shall be no abatement of Fees for (a) any damage to Tenant’s property stored with or entrusted to 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, water or rain that may blow onto the Lease Area from the streets or other surfaces 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 Lease Area or from any other cause whatsoever, (d) any diminution or shutting off of light, air or view by any structure that may be erected on lands adjacent to the Lease Area or (e) any latent or other defects in the Lease Area. Tenant agrees that in no case shall Landlord or any Landlord Related Party or Tenant be responsible or liable to the other on any theory for any injury to such parties’ business, loss of profits, loss of income or any other form of consequential, punitive or incidental damage, except as otherwise provided in Section 11.

11.3 Survival/No Impairment. The obligations of Tenant under this Section 11 shall survive any termination of this Agreement. 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 Agreement, to the extent that such policies cover the peril or currents that results in the claims that are subject to the foregoing indemnity.

12. INSURANCE:

12.1 Tenant’s Insurance. On or before the commencement of the Term of this Agreement, Tenant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Tenant’s operation and use of the Lease Area. The cost of such insurance shall be borne by Tenant. Tenant shall maintain the following types of insurance with limits no less than the following as set forth below.

12.1.1 Commercial General Liability Coverage.

\$ Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

12.1.2 Automobile Liability Coverage.

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence  
 Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

12.1.3 Property Insurance Coverage.

Tenant shall maintain in full force and effect on all of its personal property, furniture, furnishings, vehicles, fixtures and equipment, either owned by Tenant or its agents, vendors, or clients, which may from time to time be located in, on or upon the Lease Area in an amount not less than 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 or Loss”) fire and casualty insurance policy.

12.1.4 Workers Compensation Coverage.

Statutory coverage as required by the State of California.

12.2 Additional Insureds. The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers’ compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Tenant’s policy shall be primary and non-contributory and will not seek contribution from the City’s insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

12.3 Notice of Cancellation. Tenant’s third party insurance policies shall be endorsed to require the insurer to provide the Landlord with at least thirty (30) days’ written Notice of Cancellation; provided, however, that if Tenant’s insurers are unwilling to issue such an endorsement, then Tenant agrees as follows: if Tenant is notified by any insurer of the insurance coverage required under this Section 12 that the insurer is cancelling any required policy, Tenant shall immediately provide Landlord with written notice of having received such notice from its insurer and shall take all reasonable action to either preserve the existing



policy/policies or replace the cancelled insurance with other policy/policies of insurance meeting the requirements of this Section 12 before the effective date of the cancellation.

12.4 Subrogation Waiver. Tenant hereby agrees to waive rights of subrogation that any insurer of Tenant may acquire from Tenant by virtue of the payment of any loss. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Landlord has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Landlord for all work performed by Tenant, its employees, agents and subcontractors.

12.5 Failure to Secure. If Tenant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Landlord shall be permitted to obtain such insurance in Tenant's name or as an agent of Tenant and shall be compensated by Tenant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

12.6 Sufficiency of Insurance. The insurance limits required by Landlord are not represented as being sufficient to protect Tenant. Tenant is advised to consult Tenant's insurance broker to determine adequate coverage for Tenant. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Tenant; whichever is greater.

12.7 Insurer Acceptability. Tenant's insurers must be domiciled in the United States of America. They must meet a minimum A.M. Best & Co. rating of A: VII and a Standard and Poor's Rating (if rated) of at least BBB. In the event that a proposed insurance company is not rated by A.M. Best & Co. or Standard and Poor's, said insurance carrier must be domiciled in the State of California and approved by Landlord.

12.8 Certificate of Insurance. On or before Tenant takes possession of the Lease Area, Tenant shall furnish to Landlord new certificate(s) of insurance reflecting that the insurance required by this Section for the Lease Area is in force, accompanied by an endorsement(s) showing the required additional insured reasonably satisfactory to Landlord.

13. PROHIBITION AGAINST TRANSFERS: Tenant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Tenant shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against Landlord under this Agreement may be assigned by Tenant to a bank, trust company or other financial institution without prior written consent. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Tenant, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Tenant.

14. SURRENDER: Upon the expiration or earlier termination of this Agreement, Tenant shall surrender the Lease Area clean, free of debris and, in substantially the same condition as at the commencement of the Term, reasonable wear and tear excepted, and clear of all liens and encumbrances created by any action or inaction of Tenant. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's property that is not removed by Tenant from the Lease Area. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred for any such property. If Tenant fails to remove Tenant's property from the Lease Area upon the expiration or earlier termination of this Agreement, 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.

15. NONDISCRIMINATION: Consistent with Landlord's policy that harassment and discrimination are unacceptable conduct, Tenant agrees that harassment or discrimination directed toward a City employee, or contractor, or employees, or Tenant's employee or contractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Tenant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

16. PERMITS AND LEASES: Tenant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits (including any Special Event Permits, as required), certificates and Leases, including a City business Lease that may be required in connection with its use or occupation of the Lease Area.

17. SUBMISSION OF NOTICES: All notices, demands, requests, consents, or approvals (collectively, "**Notice**") which may or are required to be given by any party to this Agreement to any other party shall be addressed, as relevant, using the contact information set forth in the Basic Lease Information. Such Notices shall be in writing and delivered: (i) by hand; or (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. 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 three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

18. CONDITION OF LEASE AREA: The Lease Area is delivered to Tenant by Landlord "as is, where is," and, as such, Landlord makes no warranty as to such facilities and property either as to their usability generally or as to their fitness for any particular purpose. No promises of Landlord to alter, remodel, repair or improve the Lease Area and no representation respecting the condition of the Lease Area have been made by Landlord to Tenant, except as expressly stated in this Agreement. Landlord shall have no obligation to repair or maintain Lease Area other than as set forth in Section 18 herein.

19. HOLDING OVER: If Tenant does not surrender possession at the end of the Term or sooner termination of this Agreement, Tenant shall indemnify and hold Landlord harmless from and against any and all losses or liability resulting from delay in Tenant so surrendering the Lease Area 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. In addition to the foregoing, Tenant shall reimburse Landlord its reasonable attorneys' fees and costs incurred in enforcing Tenant's obligations under this Article, which include but are not limited to, any attorneys' fees and costs incurred in an unlawful detainer, ejectment or other legal proceeding to compel Tenant to relinquish the possession of the Lease Area.

20. SAFETY: Tenant will be solely and completely responsible for conditions of all vehicles operated by Tenant in the Lease Area, including the safety of all persons and property during such operation. This requirement will apply continuously and not be limited to normal working hours. In addition, Tenant will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Tenant's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein. Tenant will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in the Lease Area.

21. DEFAULT:

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

(i) Tenant fails to make any payment of Fees when due, if payment in full is not received by Landlord within five (5) days after written notice that it is past due.

(ii) Tenant violates the restrictions on Transfer set forth in Section 13 herein.

(iii) Tenant ceases doing business as a going concern (provided, however, that Tenant may be open and operating for business with the general public on the days and during the times as the needs of Tenant's business dictates, in Tenant's sole discretion); 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 sixty (60) 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.

(iv) Tenant fails to perform or comply with any provision of this Agreement other than those described in (i) through (iii) above, and does not fully cure such

failure within five (5) business days after notice to Tenant or, if such failure cannot be cured within such five (5) business-day period, Tenant fails within such five (5) business-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 sixty (60) days of such notice.

21.2 Remedies. Upon Default by Tenant, Landlord shall, without further notice or demand of any kind to Tenant or to any other person, in addition to any other remedy Landlord may have under this Agreement and at law or in equity, have the ability to immediately terminate the Agreement and Tenant's right to use the Lease Area. Upon notice of any such termination, Tenant shall vacate and discontinue its use of the Lease Area and Landlord may take any and all actions to enforce Tenant's obligations.

21.3 Landlord's Right to Perform Tenant's Obligations. If Tenant is in Default of any of its non-monetary obligations under this Agreement, in addition to the other rights and remedies of Landlord provided herein, 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 or make any such payment and, except in the case of its gross negligence or willful misconduct, 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 hereunder in accordance with this Section 21.3, the reasonable costs and expense incurred or the payments so made shall be immediately be owed by Tenant to Landlord, and Tenant shall promptly pay to Landlord upon demand, as Additional Fees, the full amount thereof with interest thereon from the day of payment by Landlord calculated based on the lower of 1) ten percent (10%) per annum or 2) the highest rate permitted by applicable law.

21.4 Severability. This Section 21 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.

22. WAIVER OF RELOCATION ASSISTANCE: Except in the event of a taking of the Lease Area by or under the threat of eminent domain, Tenant acknowledges that upon the expiration or earlier termination of the Term it will not be a displaced person or business and therefore waives any and all rights, benefits or privileges of the California Relocation Assistance Law, California Government Code sections 7260 et seq. or under any similar state or federal law, statute or ordinance now or hereinafter in effect.

23. MISCELLANEOUS:

23.1 Entire Agreement. This Agreement, including all exhibits hereto, constitutes all of the covenants, conditions and agreements between and among the parties and shall supersede all prior correspondents, agreements and understandings, both verbal and written.

23.2 Integrated Contract. The recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any

modification of this Agreement will be effective only by written execution signed by both the Tenant and Landlord.

23.3 Signatory. By signing this Agreement, each signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

23.4 Controlling Agreement. In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

23.5 Severability. If any provision of this Agreement, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the fundamental purposes of this Agreement. Without limiting the forgoing, if any applicable federal or state law prevents or precludes compliance with any material term of this Agreement, the parties shall promptly modify, amend, or suspend this Agreement, or any portions of this Agreement, to the extent necessary to comply with such provisions in a manner which preserves to the greatest extent possible the benefits to each of the parties to this Agreement before such conflict with federal or state law.

23.6 Incorporation of Exhibits and Recitals. The exhibits and recitals to this Agreement are incorporated into this Agreement by this reference.

23.7 Broker's Commissions. 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 for Cushman & Wakefield (“**Landlord's Broker**”) and Avison Young (“**Tenant's Broker**”) (collectively, the “**Brokers**”) in the negotiating or making of this Agreement. Landlord shall be responsible for any commissions and other compensation which may be due to the Brokers in connection with this Agreement. Each party agrees to indemnify 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 Agreement as a result of the actions of the indemnifying party.

23.8 No Recovery of Litigation Fees and Costs. In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, 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.

23.9 Access by Landlord. In addition to access authorized by other sections of this Agreement, Landlord shall be allowed access to the Lease Area at all reasonable times throughout the term of this Agreement, for any reasonable purpose (which shall explicitly include tours with prospects for Lease and Sale) 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 Lease Area, unless the entry is reasonably required on an emergency basis for 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 Lease Area 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 to Landlord one set of keys therefor. All keys must be returned to Landlord at the expiration or termination of this Agreement. Tenant shall have no claim against Landlord for exercise of its rights of access hereunder.

23.10 Asbestos Notification for Commercial Property Constructed Before 1979. Tenant acknowledges that Landlord has advised Tenant that, because of its age, the Lease Area may contain asbestos-containing materials ("ACMs"). If Tenant undertakes any alterations of the Lease Area as may be authorized by Landlord, Tenant shall undertake the alterations in a manner that avoids disturbing ACMs present in the Lease Area. 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 California Health & Safety Code sections 25915-25919.7.

23.11 Lead Warning Statement. Tenant acknowledges that Landlord has advised Tenant that 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. 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 Lease Area.

23.12 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.

23.13 Certified Access Specialist Disclosure. In accordance with California Civil Code section 1938, Landlord hereby discloses that the Lease Area has not undergone

inspection by a Certified Access Specialist for purposes of determining whether the property has or does not meet all applicable construction related accessibility standards pursuant to Civil Code section 55.53.

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

23.15 Compliance with All Applicable Laws. During the term of this Agreement, Tenant shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the Tenant's use or occupation of the Lease Area, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Tenant shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

23.16 Further Assurances. All parties agree to fully cooperate and execute any and all supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

23.17 Time. Time is of essence of every provision herein contained in this Agreement.

23.18 Captions. All captions and headings in this Agreement are for the purpose of reference and convenience and shall not limit or expand the provisions of this Agreement.

23.19 Governing Law. This Agreement 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.

23.20 Waiver. A waiver by Landlord of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

23.21 Authority. If Tenant is a corporation, partnership, trust, association or other entity, Tenant and each person executing this Agreement on behalf of Tenant does hereby covenant and warrant that (a) Tenant is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Tenant has and is duly qualified to do business in California, (c) Tenant has full corporate, partnership, trust, association or other power and authority to enter into this Agreement and to perform all Tenant's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Agreement on behalf of Tenant is duly and validly authorized to do so. Upon execution hereof and at Landlord's request, Tenant shall provide Landlord with written

evidence substantiating the authority of the person(s) executing this Agreement on behalf of Tenant to bind Tenant to this Agreement.

23.22 Counterparts. This Agreement 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.

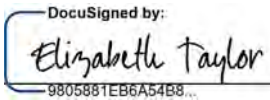
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IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Agreement as of the day and year first above written.

**TENANT:**

DOER Marine Operations,  
a California corporation

By:  \_\_\_\_\_  
9805881EB6A54B8...

Name: Elizabeth Taylor

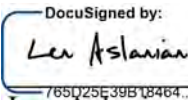
Title: CEO and Secretary

**LANDLORD:**

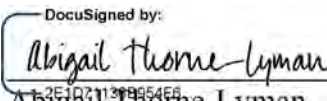
**CITY OF ALAMEDA**, a charter city and  
municipal corporation

By: \_\_\_\_\_  
Jennifer Ott  
City Manager

**Approved as to form:**

By:  \_\_\_\_\_  
765D25E39B18464...  
Len Aslanian  
Assistant City Attorney

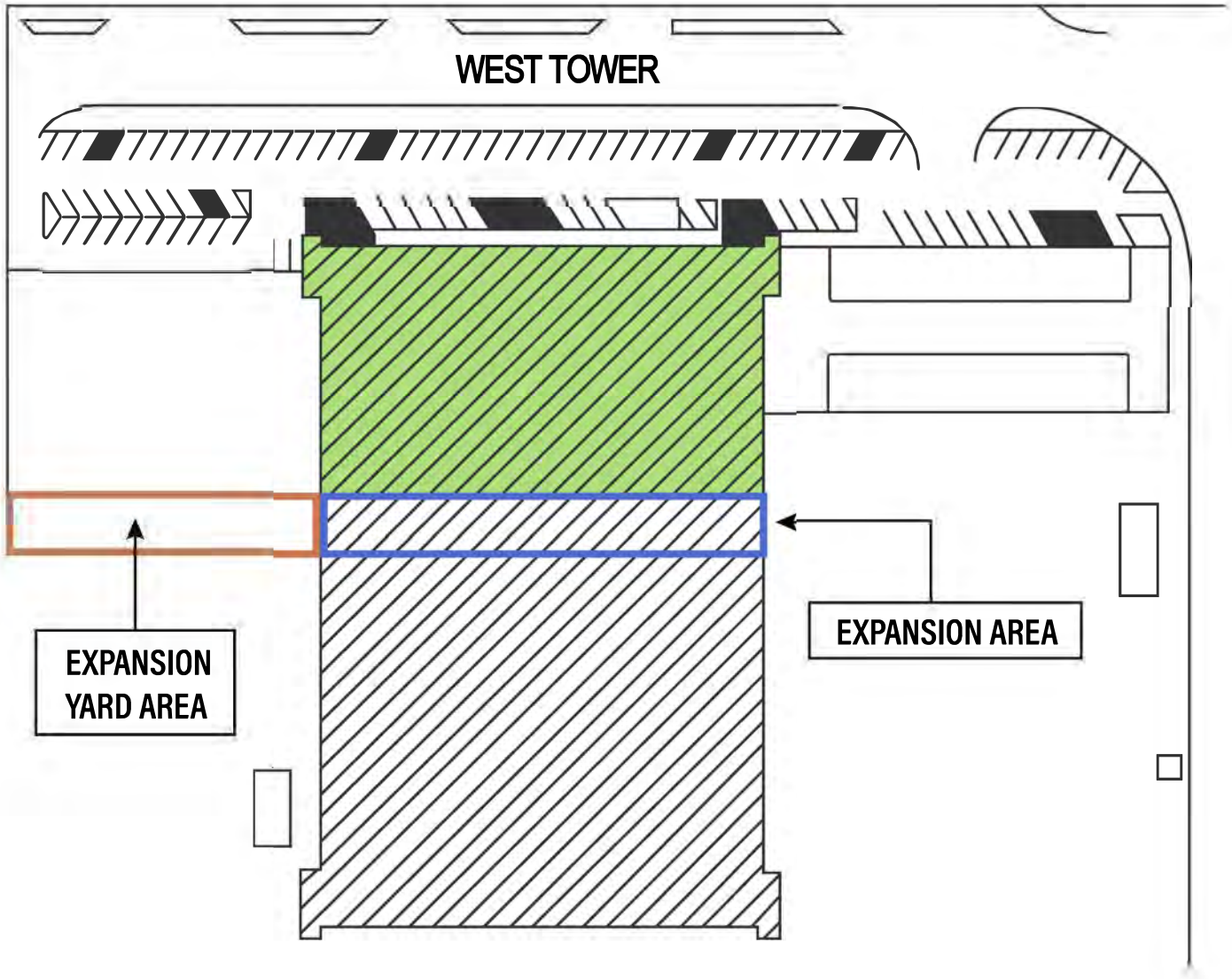
**Recommended for approval:**

By:  \_\_\_\_\_  
3E1D7113F8654E6  
Abigail Thorne-Lyman  
Base Reuse and Economic  
Development Director

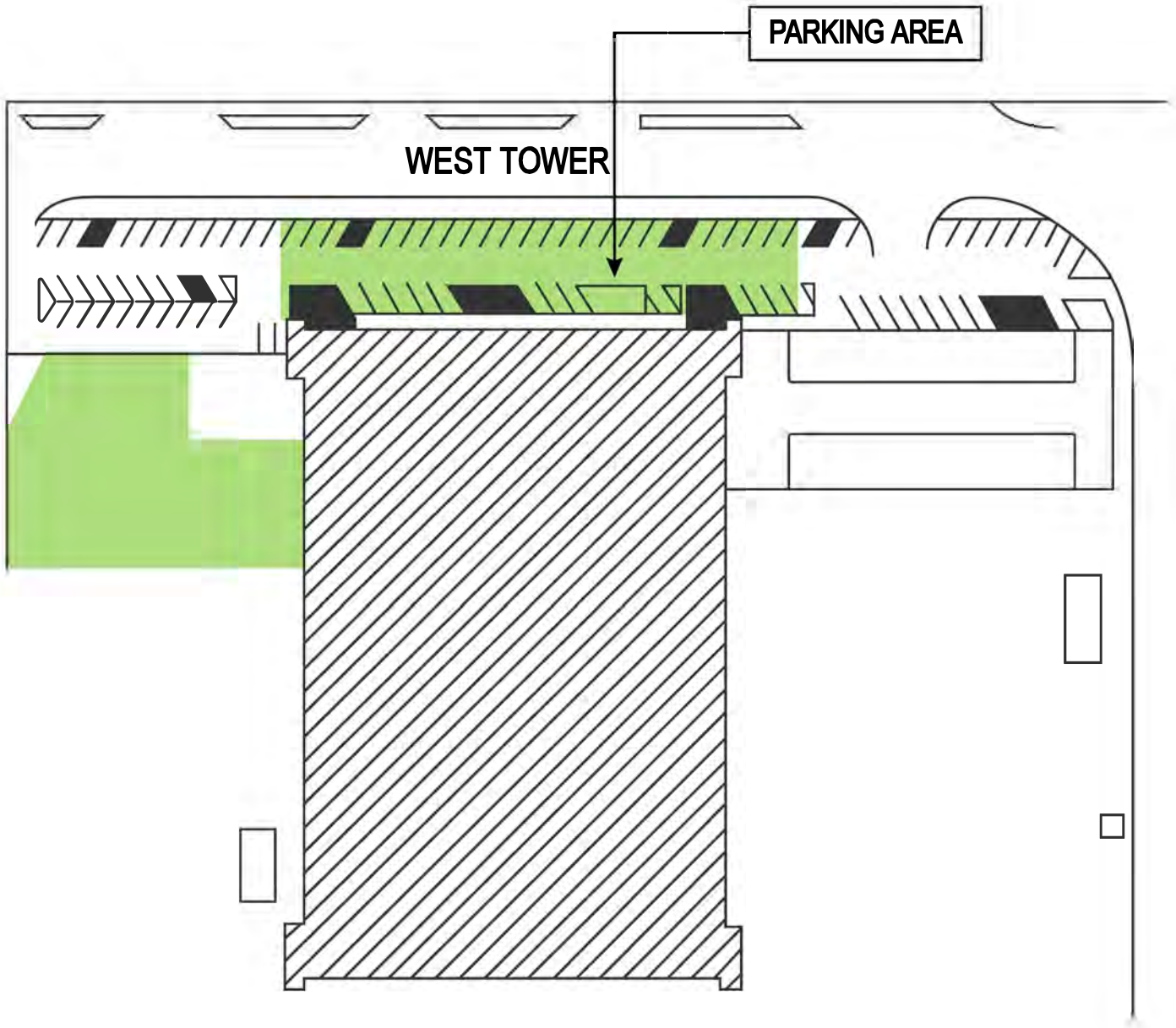
**EXHIBIT A & A-1**

**Lease Area**

# EXHIBIT A - LEASE AREA



# EXHIBIT A - 1 - PARKING AREAS



**EXHIBIT B**

**Navy Conveyances**

RECORDING REQUESTED BY  
AND MAIL TO

ALAMEDA REUSE & RED. AUTHORITY  
950 W. MARK SQUARE  
ALAMEDA, CA 94501  
ATTN: Executive Director

Exempt from Recording  
Fees Pursuant to  
Gov Code §27383



2004448779 10/04/2004 04:09 PM  
OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 0.00



34 PGS

LEASE IN FURTHERANCE

OF CONVEYANCE

BETWEEN

THE UNITED STATES OF AMERICA

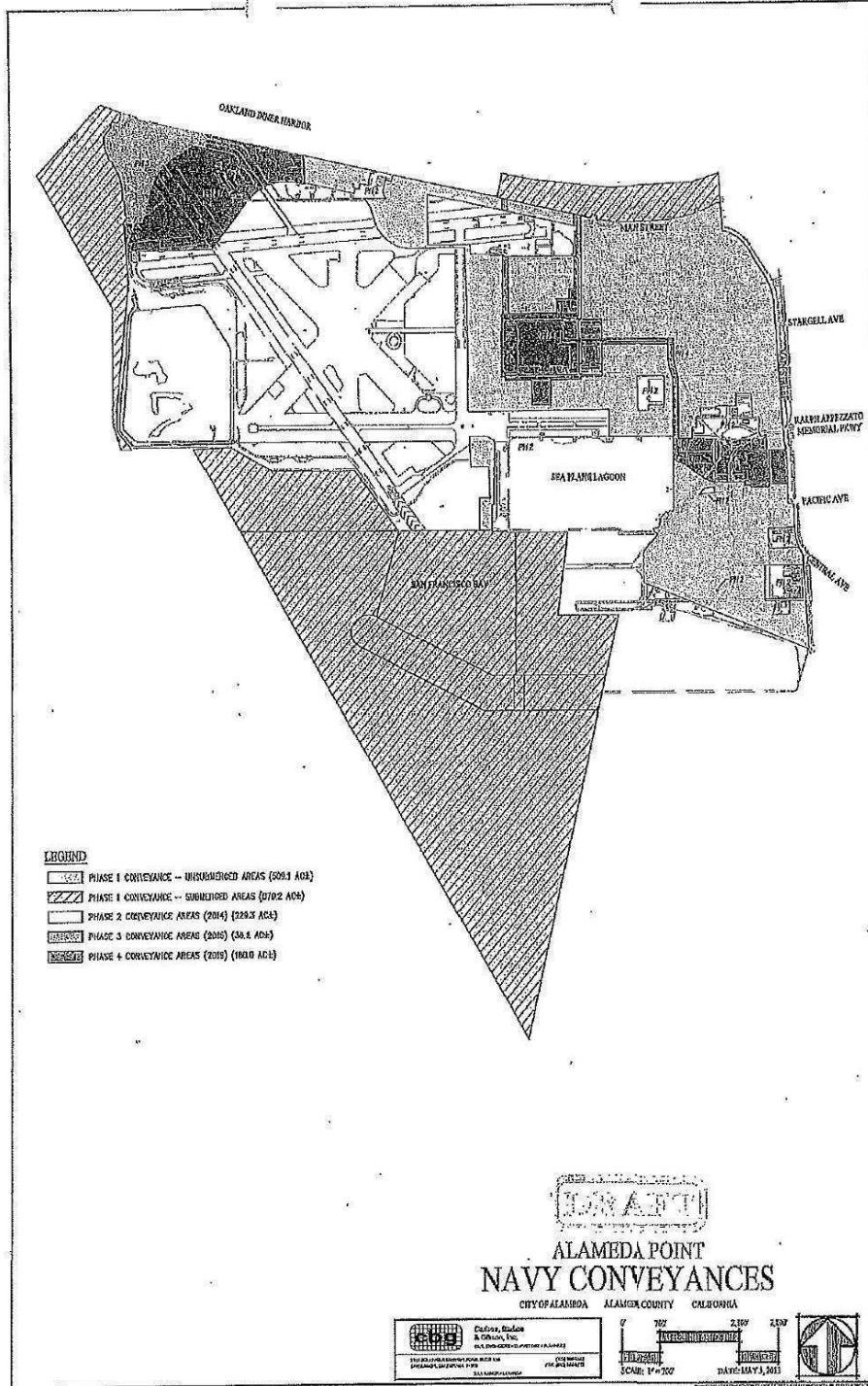
AND

THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY

FOR

THE FORMER NAVAL AIR STATION ALAMEDA

Final Navy Execution Version 2



**EXHIBIT C**

**Acknowledgement of Receipt**

Pursuant to that certain Lease Agreement entered into by and between City of Alameda, a charter city and municipal corporation (“Landlord”) and DOER Marine Operations, a California corporation (“Tenant”) dated as of \_\_, 2024 (“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 NAS 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”);
- 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 (“CRUP”).

Pursuant to Section 6 of the Lease, Tenant acknowledges receipt of the above-referenced documents and agrees that its use of the Lease Area (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 D**

**RENEWAL NOTICE**

Date: \_\_\_\_\_

Re: Lease dated as of \_\_\_\_\_, 20\_\_, by and between City of Alameda, as Landlord, and \_\_\_\_\_, a \_\_\_\_\_, as Tenant.

Dear \_\_\_\_\_:

In accordance with Section 3.1 (a) of the above referenced Lease, by this notice Tenant hereby irrevocably exercises its Renewal Option for the Renewal Term, at the Renewal Rate and upon the terms and conditions specified in Section 3.1(b).

Sincerely:

\_\_\_\_\_

[Name of Tenant]

By: \_\_\_\_\_

Its: \_\_\_\_\_

[Exhibit Do not sign]

## EXHIBIT E

### **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 Lease Area. 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 Lease Area 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 Lease Area 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 any buildings in the Lease Area to such a degree as to be objectionable to Landlord or other Tenants or to cause harm to such buildings, 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 Lease Area shall be immediately moved into the Lease Area 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 Lease Area 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 Lease Area. 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 Tenants shall have caused the same.

11. Tenant shall cooperate fully with Landlord to ensure the effective operation of the air conditioning systems used by any buildings in the Lease Area. If Tenant shall so use the Lease Area that noxious or objectionable fumes, vapors and/or odors are created, then Tenant shall provide proper ventilation equipment for the discharge of such fumes, vapors and odors so that they shall not enter into the air conditioning system or be discharged into other vents or flues of the building or annoy any persons 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 in the Lease Area and visible from the exterior 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 Lease Area shall not be covered or obstructed by Tenant.

14. Tenant shall not overload the floor of the Lease Area.

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

16. Tenant hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Lease Area. 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 Lease Area closed.

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

18. No Tenant shall use or permit the use of any portion of the Lease Area for living quarters, sleeping apartments or lodging rooms.

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

20. If the Lease Area are or become infested with vermin as a result of the use or any misuse or neglect of the Lease Area by Tenant, its agents, employees, contractors, visitors or Tenants, Tenant shall forthwith, at Tenant's expenses, cause the same to be exterminated from

time to time to the satisfaction of Landlord and shall employ such Leased exterminators as shall be approved in writing in advance by Landlord.

21. Tenant shall not use the name of the Lease Area for any purpose other than as the address of the business to be conducted by Tenant in the Lease Area, nor shall Tenant use any picture of the Lease Area 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 said name without in any manner being liable to Tenant therefor.

22. 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 Lease Area 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 Lease Area.

23. Landlord reserves the right to exclude from the Lease Area 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.

24. 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 Lease Area, and for the preservation of good order therein, as well as for the convenience of other occupants and Tenants thereof. 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 thereafter enforcing any such Rules and Regulations against any or all Tenants. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition to its use of the Lease Area.



REF: City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers

Doer Marine Operations  
 Policy# B5JH72978  
 Term: 07/18/2024-25

## ADDITIONAL INSURED INCLUDING WAIVER OF SUBROGATION AND PRIMARY AND NON-CONTRIBUTORY

In consideration of the premium for which this policy is issued, and subject to the terms and conditions of the policy, it is agreed that:

- A. Section V, General Conditions – Paragraph I – **Who Is An Insured** – of the policy is amended to include any person or organization that you are obligated to include as an additional insured, but only with respect to liability to third parties caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. For work and/or operations that you perform in connection with the relevant contract or agreement with the said additional insured;
  - 2. For the maintenance, operation or use by you of a premises leased or rented from the said additional insured; and
  - 3. For the maintenance, or use by you of equipment leased or rented from the said additional insured.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - 2. Coverage provided hereunder for such additional insureds is subject to all the terms, conditions and exclusions pertaining to Section I, Coverage Parts I, II and III of the policy, whichever is applicable, and
  - 3. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by contract or agreement to provide for such additional insured.
- B. It is specifically agreed if coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations for Section I coverages and the Combined Single Limits of Insurance endorsement;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations for Section I coverages.
- C. We agree to waive any right of recovery we may have against any additional insured named under this endorsement because of payments we make under this policy on behalf of such additional insured, but only to the extent of your obligation under a contract or agreement with such additional insured.
- D. It is agreed that this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
  - 1. The additional insured is a Named Insured under such other insurance; and
  - 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**CORPORATION**  
 California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only  
**-FILED-**  
 File No.: BA20230831988  
 Date Filed: 5/22/2023

B1771-1088 05/22/2023 3:02 PM Received by California Secretary of State

Entity Details  
 Corporation Name DOER MARINE OPERATIONS  
 Entity No. 1837801  
 Formed In CALIFORNIA

Street Address of Principal Office of Corporation  
 Principal Address 12812 SKYLINE BLVD  
 OAKLAND, CA 94619

Mailing Address of Corporation  
 Mailing Address PO BOX 1515  
 ALAMEDA, CA 94501  
 Attention

Street Address of California Office of Corporation  
 Street Address of California Office 650 W TOWER AVE  
 BUILDING 41  
 ALAMEDA, CA 94501

Officers

Officer Name	Officer Address	Position(s)
<input checked="" type="checkbox"/> ELIZABETH TAYLOR	PO BOX 1515 ALAMEDA, CA 94501	Chief Executive Officer, Secretary
<input checked="" type="checkbox"/> Josh Moser	PO BOX 1515 ALAMEDA, CA 94501	Chief Financial Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
<input checked="" type="checkbox"/> Anthony Lawson	PO BOX 1515 ALAMEDA, CA 94501
<input checked="" type="checkbox"/> Ian Griffith	PO BOX 1515 ALAMEDA, CA 94501
<input checked="" type="checkbox"/> Elizabeth Taylor	PO BOX 1515 ALAMEDA, CA 94501

The number of vacancies on Board of Directors is: 0

Agent for Service of Process  
 Agent Name ELIZABETH TAYLOR  
 Agent Address 12812 SKYLINE BLVD  
 OAKLAND, CA 94619

Type of Business  
 Type of Business ENGINEERING AND MANUFACTURING

Email Notifications	
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.
Labor Judgment	
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Elizabeth Taylor</i>	<i>05/22/2023</i>
_____ Signature	_____ Date