

LEASE AGREEMENT

BY AND BETWEEN

CITY OF ALAMEDA,

**a charter city and municipal corporation
AS LANDLORD**

and

COMPLETE COACH WORKS,

**a California corporation
AS TENANT**

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LEASE AGREEMENT

BASIC LEASE INFORMATION

<i>Lease Date:</i>	Dated as of December <u>12</u> , 2014 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: PM Realty Group, L.P., as Agent for City of Alameda 101 W. Atlantic Avenue Alameda, CA 94501 Tel: (510) 749-0304
<i>Tenant:</i>	Complete Coach Works, a California corporation
<i>Tenant's Address:</i>	Complete Coach Works 2301 Monarch St. Alameda, CA 94501 Attn: Mr. Kyle Carson
<i>Premises:</i>	Those certain premises located at 2301 Monarch St. (Building 24), Bay 1 and Rooms 116, 117, 119, 120, 125 and 127, consisting of approximately fourteen thousand nine hundred ninety-seven (14,997) rentable square feet
<i>Building:</i>	Building 24
<i>Estimated Commencement Date:</i>	April 1, 2015
<i>Estimated Expiration Date:</i>	December 31, 2017
<i>Extension Option:</i>	None

<i>Base Rent:</i>	<i>Months</i>	<i>Monthly Base Rent</i>
	1 – 12	\$10,794.00
	13 – 24	\$11,117.82
	25 until end of Term	\$11,451.35
<i>Taxes and Utilities:</i>	Tenant shall pay all costs for services and utilities to the Premises, as defined in the Lease. Tenant shall pay all taxes (including possessory interest taxes) levied on or against the Premises or its personal property.	
<i>Tenant's Share:</i>	29%	
<i>Security Deposit:</i>	\$10,480.00	
<i>Permitted Use:</i>	Industrial vehicle sales and leasing, painting and finishing, repairs and storage	
<i>Parking:</i>	Tenant shall have the right, on a non-exclusive basis, in common with other tenants, to have its employees and visitors park in the paved areas adjacent to the Buildings as identified as the Parking Areas on Exhibit A-2 attached hereto, as further set forth in Section 6.5 herein below	
<i>Brokers:</i>	Cushman & Wakefield (Landlord Broker)	

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between CITY OF ALAMEDA, a charter city and municipal corporation ("**Landlord**") and COMPLETE COACH WORKS, a California corporation ("**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 "**Lease**".

1. DEMISE.

1.1 Lease Agreement. In consideration for the rents and all other charges and payments payable by Tenant, and for the agreements, terms and conditions to be performed by Tenant in this Lease, and subject to City Council approval, Landlord does hereby lease to Tenant and Tenant does hereby hire and take from Landlord, the Premises described below, upon the agreements, terms and conditions of this Lease for the Term hereinafter stated.

1.2 Termination of License. Tenant currently occupies the Premises under a License Agreement, dated December 5th, 2014 between the City of Alameda as Licensor and Tenant as Licensee (the "**License**"). It is the intent of the parties hereto that the License shall be and is terminated effective as the Commencement Date of this Lease, except those indemnification obligations which survive the termination of the License for claims occurring prior to the date of this Lease. Tenant's continued use and occupancy of the Premises shall be pursuant to the terms of this Lease.

2. PREMISES.

2.1 Premises. The Premises demised by this Lease are as specified in the Basic Lease Information. Said Premises are located on property commonly referred to as the former Naval Air Station Alameda ("**Property**"). The Premises have the address and contain the square footage specified in the Basic Lease Information; provided, however, that any statement of square footage set forth in this Lease is an approximation which Landlord and Tenant agree is reasonable and no economic terms based thereon shall be subject to revision whether or not the actual square footage is more or less.

2.2 Land and Parking. Provided that Tenant shall not be in Default under the terms and conditions of this Lease, in addition to the Premises, Landlord grants to Tenant a license to use the land area appurtenant to the Premises as generally depicted on **Exhibit A-1** attached hereto ("**Land**"). Landlord further grant Tenant a license for Tenant and its employees, agents, suppliers, customers and patrons the right to use those portions of the Land designated on **Exhibit A-2** for parking purposes (the "**Parking Area**"). Tenant may also use the Parking Area for the loading and unloading of trucks shipping items to and from the Premises. Landlord shall not be required to enforce Tenant's rights to use any parking spaces on the Parking Area. Landlord reserves the right, from time to time, to stripe, restripe or otherwise designate those areas of the Land (exclusive of the Parking Area) which may be used for parking purposes. Under no circumstances may the Land or Parking Area be utilized for the storage (beyond 72 hours), repair or maintenance of any vehicles. Should Tenant or its agents, employees or invitees use the Land or 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 involved and charge the cost of towing and storage to Tenant, which cost shall be immediately payable upon demand by Landlord as Additional Rent. Neither Landlord nor any Landlord Related Party (as defined in Section 14.1 below) shall be liable for: (a) loss or damage to any vehicle or other personal property parked or located upon or within the Land or Parking Area, whether pursuant to this license or otherwise and whether caused by fire, theft, explosions, strikes, riots, or any other cause whatsoever; or (b) injury to or death of any person in, about or around any parking spaces or any portion of the Land or Parking Area or any vehicles parked thereon whether caused by fire, theft, assault, explosion, riot or any other cause whatsoever and Tenant hereby waives any claims for, or in respect to, the above. Tenant shall not assign any of its rights under this Section 2.2 except in connection with an assignment of Tenant's interests in the Lease or a sublease in accordance with Article 13 below and in the event an attempt to assign is made, it shall be void. Landlord shall have no maintenance obligations for the Land and all provisions of this Lease concerning Tenant's rights and obligations governing its use and occupancy of the Premises that are not inconsistent with this Section 2.2 shall be applicable to the Land and parking areas. In addition to the foregoing, if Tenant desires storage rights or other such uses of the Land, Tenant shall provide a narrative written description and plans showing such uses for Landlord's review and approval. If Tenant obtains Landlord's approval for outside storage or other uses, the same shall be properly screened.

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

2.4 Possession. Tenant acknowledges that it has been in possession of the Premises, originally under a lease dated June 11, 2012 between its predecessor in interest and Landlord's predecessor in interest, as amended by a First Amendment to Lease dated January 1, 2014, and upon the expiration of the lease term set forth therein, under the License as described at Section 1.2. Tenant accepts the Premises under this Lease in "AS IS" "WITH ALL FAULTS" condition and configuration without any representations or warranties by Landlord, and subject to all matters of record and all applicable laws, ordinances, rules and regulations, with no obligation of Landlord to make alterations or improvements to the Premises. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the suitability of the Premises or the Building for the conduct of Tenant's business. Landlord shall not be liable for any latent or patent defects in the Premises, excepting Tenant Improvements constructed by Landlord, if any. If necessary, Tenant shall be

responsible for requesting an inspection and obtaining a Certificate of Occupancy from the City of Alameda. This shall include, but is not limited to any necessary fire sprinkler upgrades, electrical service upgrades, compliance with the ADA (as defined at Section 6.2 below), and any other requirements mandated by the Certificate of Occupancy inspection.

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

3. TERM.

3.1 Term. The term of this Lease ("Term") shall be for the period specified in the Basic Lease Information, commencing one (1) day after this Lease has been approved by the City Council, the date of which approval shall be deemed to be the effective date of an ordinance approving this Lease as required by the City Charter ("**Commencement Date**"). This Lease shall terminate at midnight on December 31, 2017 ("**Expiration Date**"), unless sooner terminated or extended as hereinafter provided. Promptly following the Commencement Date, Landlord and Tenant shall enter into a letter agreement substantially in the form attached hereto as **Exhibit B**, specifying and confirming the Commencement Date; if Tenant fails to execute and deliver such letter agreement to Landlord within ten (10) business days after Landlord's delivery of the same to Tenant, said letter agreement will be deemed final and binding upon Tenant.

3.2 Delay and Delivery. If for any reason Landlord has not delivered to Tenant possession of the Premises by the Estimated Commencement Date set forth in the Basic Lease Information, this Lease shall remain in effect and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom.

4. RENT.

4.1 Base Rent. From and after the Commencement Date, Tenant shall pay to Landlord, in advance of the first day of each calendar month, without any setoff or deduction and without further notice or demand, the monthly installments of rent specified in the Basic Lease

Information ("**Base Rent**"). One full installment of Monthly Base Rent shall be due and payable on the date of execution of this Lease by Tenant and shall be applied to the first full calendar month for which Monthly Base Rent is due. If the Commencement Date should be on a date other than the first day of a calendar month, the Monthly Base Rent installment paid for any fractional month during the Term shall be prorated based upon a thirty (30) day calendar month.

4.2 **Additional Rent.** As used in this Lease, the term "**Additional Rent**" shall mean all sums of money, other than Base Rent, that are due and payable by Tenant under the terms of this Lease including, but not limited to, Tenant's share of Utilities in accordance with Article 8 of this Lease. The term "**Rent**," as used herein, shall mean all Base Rent, Additional Rent and all other amounts payable hereunder from Tenant to Landlord. Unless otherwise specified herein, all items of Rent other than Base Rent shall be due and payable by Tenant on or before the date that is thirty (30) days after billing by Landlord.

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

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

5. OPERATING EXPENSES AND TAXES.

5.1 **Definitions.** For purposes of this Article 5, the following terms shall have the meanings hereinafter set forth:

(a) **Tenant's Share** shall mean the percentage figure so specified in the Basic Lease Information. The rentable area of the Premises specified in the Basic Lease Information is conclusive and binding upon Tenant. Tenant's Share has been computed by dividing the rentable area of the Premises by the total rentable area of the Building. In the event that either the rentable area of the Premises or the total rentable area of the Building is changed or remeasured by Landlord (which Landlord shall have the right to do from time to time), Tenant's Share and the rentable area of the Premises and Building will be appropriately adjusted; and, as to the Tax and Expense Year in which such change occurs, for purposes of this Article 5, Tenant's Share shall be determined on the basis of the number of days during such Tax and Expense Year that each such percentage is applicable.

(b) **Tax and Expense Year** shall mean each twelve (12) consecutive month period commencing July 1st and ending on June 30th of each year or partial year during the Term, provided that Landlord, upon notice to Tenant, may change the Tax and

Expense Year from time to time (but not more frequently than once in any twelve (12) month period) to any other twelve (12) consecutive month period and, in the event of any such change, Tenant's Share of Taxes and Expenses shall be equitably adjusted for the Tax and Expense Years involved in any such change.

(c) **Taxes** shall mean all taxes, assessments, fees, impositions, assessments and charges levied (if at all) upon or with respect to the Buildings, Land, or Common Areas, any personal property of Landlord used in the operation of the Building or Common Areas, or Landlord's interest in the Building or Common Areas, other than Personal Property Taxes or Possessory Interest Taxes which are the subject of Article 9. Taxes shall include, without limitation and whether now existing or hereafter enacted or imposed, all general real property taxes, all general and special assessments, all charges, fees and levies for or with respect to transit, housing, police, fire or other governmental or quasi-governmental services or purported benefits to or burdens attributable to the Building or any occupants thereof, all service payments in lieu of taxes, and any tax, fee or excise on the act of entering into this Lease or any other lease of space in the Building or any occupants thereof, on the use or occupancy of the Building, on the rent payable under any lease or in connection with the business of renting space in the Building, that are now or hereafter levied or assessed against Landlord or the Buildings by the United States of America, the State of California, the City of Alameda, or any other political or public entity, and shall also include any other tax, fee or other excise, however described, that may now or hereafter be levied or assessed as a substitute for, or as an addition to, in whole or in part, any other Taxes, whether or not now customary or in the contemplation of the parties on the date of this Lease. Notwithstanding the foregoing, in the event Landlord has the right to elect to have assessments amortized over different time periods, Landlord will elect (or will charge such assessment through to Tenant as if Landlord had so elected) to have such assessment amortized over the longest period permitted by the assessing authority, and only the amortized portion of such assessment (with interest at the lesser of the actual interest rate paid by Landlord or the then maximum rate of interest not prohibited or made usurious by Law) shall be included in Taxes on an annual basis. Taxes shall not include any franchise, transfer or inheritance or capital stock taxes, or any income taxes measured by the net income of Landlord from all sources, unless due to a change in the method of taxation any such taxes are levied or assessed against Landlord as a substitute for, or as an addition to, in whole or in part, any other tax that would otherwise constitute a Tax. Taxes shall also include reasonable legal fees and other costs and disbursements incurred by Landlord in connection with proceedings to contest, determine or reduce Taxes provided, however, that Landlord shall pay to Tenant promptly after receipt by Landlord an amount equal to Tenant's Share of any refunded or recovered Tax previously paid by Tenant.

(d) **Expenses** shall mean all costs of management, operation, maintenance, insuring and repair of the (i) structural elements of the Building (including the roof); and (ii) Common Area maintenance.

5.2 **Determination and Payment of Operating Expenses and Taxes.** Tenant shall pay to Landlord as Additional Rent one-twelfth (1/12th) of Tenant's Share of the Taxes and the Expenses for each Tax and Expense Year, or portion thereof, on or before the first day of each month during such Tax and Expense Year, in advance, in an amount estimated by Landlord set forth in an annual statement delivered by Landlord to Tenant; provided that Landlord shall have

the right to revise such estimates not more than twice per Tax and Expense Year and Tenant shall thereafter make payments hereunder on the basis of such revised estimates. With reasonable promptness after the end of each Tax and Expense Year, Landlord shall submit to Tenant a statement showing the actual amount which should have been paid by Tenant with respect to Taxes and Expenses for the past Tax and Expense Year, the amount thereof actually paid during that year by Tenant and the amount of the resulting balance due thereof, or overpayment thereof, as the case may be ("**Landlord's Statement**"). Landlord's Statement shall set forth in reasonable detail, and shall contain a line-item breakdown showing at least the following major categories: (i) maintenance and repairs; (ii) landscaping; (iii) utilities (electricity; gas; water and sewer); and (iv) insurance. Any balance shown to be due pursuant to said statement shall be paid by Tenant to Landlord within thirty (30) days following Tenant's receipt thereof; and any overpayment shall be immediately credited against Tenant's obligation to make monthly payments for Taxes and Expenses for the then current Tax and Expense Year, or, if by reason of any termination of this Lease no such obligation exists, any such overpayment shall be refunded to Tenant. If the Expiration Date shall occur on a date other than the last day of a Tax and Expense Year, Tenant's Share of Taxes and Expenses for the Tax and Expense Year in which the Expiration Date occurs shall be in the proportion that the number of days from and including the first day of the Tax and Expense Year in which the Expiration Date occurs to and including the Expiration Date bears to 365. Where the calculation of Expenses and Taxes for a Tax and Expense Year cannot be made until after expiration or termination of this Lease, the obligation of Tenant to pay its proportionate share as Additional Rent shall survive the expiration or termination hereof and such Additional Rent for such period shall be payable by Tenant upon demand by Landlord.

6. USE; COMPLIANCE WITH LAWS.

6.1 Use. The Premises shall be used for the Permitted Use and for no other use whatsoever. At no time shall Tenant have the right to install, operate or maintain telecommunications or any other equipment on the roof or exterior areas of the Building, except as may be necessary for Tenant's Permitted Use of the Premises and Tenant's installation of such equipment is done in full compliance with Article 10. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises, Buildings or with respect to the suitability or fitness of either for the conduct of Tenant's business or for any other purpose.

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**"]) (collectively, "**Laws**") pertaining to Tenant's use and occupancy of the Premises and the conduct of its business. Tenant shall be responsible for making all improvements and alterations necessary to bring the Premises into compliance with applicable ADA requirements and to ensure that the Premises remain in compliance throughout the Term of this Lease. Unless such work is necessitated by Tenant's use of the Premises, Landlord shall be responsible for such alterations and improvements as may be necessary to bring the common areas of the Building into compliance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance, or other act or thing which disturbs the quiet enjoyment of any other tenant in the Building, nor shall Tenant store any materials on the

Premises which are visible from areas adjacent to the Premises, unless otherwise specifically set forth in this lease. Tenant shall not permit any objectionable odor to escape or be emitted from the Premises and shall ensure that the Premises remain free from infestation from rodents or insects. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything into the Premises which will in any way increase the rate of, invalidate, or prevent the procuring of any insurance, protecting against loss or damage to the Buildings 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 Buildings.

6.3 Compliance with Restrictions. The Premises are located on property known as the former Naval Air Station Alameda, which was conveyed to the City by the United States of America, acting by and through the Department of the Navy by a quitclaim deed dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-199800 of Official Records in the Office of the County Recorder, Alameda County, California ("**Quitclaim Deed**"). Said Quitclaim Deed conveyed the Premises subject to certain covenants, conditions, restrictions, easements, and encumbrances as set forth therein. The Premises are further encumbered by those certain restrictions set forth in the Declaration of Restrictions (Former Naval Air Station Alameda) dated June 4, 2013 and recorded June 6, 2013 as Series No.: 2013-199782 in the Office of the County Recorder of Alameda County ("**Declaration of Restrictions**"). Copies of the Quitclaim Deed and Declaration of Restrictions have been delivered to Tenant and, concurrently with the execution of this Lease, Tenant shall sign and return to Landlord the Acknowledgment of Receipt, attached hereto as **Exhibit D**. Use of the Premises is further restricted by the Covenant to Restrict Use of Property Environmental Restrictions recorded June 6, 2013 as Series No. 2013-199839 in the office of the County Recorder, Alameda County, CA (the "**CRUP**"), the National Environmental Protection Act Record of Decision ("**ROD**") for the disposal and reuse of the former Naval Air Station Alameda, and all conditions contained therein. A copy of the ROD is available for review at Landlord's office during normal business hours. The covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances set forth in the Quitclaim Deed, Declaration of Restrictions and the ROD, as they affect the Building, Common Areas or Premises, are collectively referred to herein as the "**Restrictions**." Any use of the Premises shall comply with the Restrictions and a failure to so comply shall constitute a Default under this Lease.

6.4 Use Permit. Tenant and any of its subtenants shall maintain a City of Alameda Use Permit and other applicable City permits and approvals for the intended use of the Premises (collectively "**Use Permit**").

7. SECURITY DEPOSIT.

Landlord presently holds a Security Deposit in the amount identified in the Basic Lease Information, which will 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 Rent or a measure of damages. Landlord may from time to time and without prejudice to any other remedy provided in this Lease or by Law, use all or a portion of the Security Deposit to the extent necessary to satisfy past due Rent or to satisfy Tenant's breach under this Lease or to reimburse or compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur by reason thereof. If Landlord so

uses or applies all or any portion of the Security Deposit, then within fifteen (15) days after demand therefore, Tenant shall deposit cash with Landlord in an amount sufficient to restore the deposit to the full amount thereof, and Tenant's failure to do so shall constitute a Default under this Lease. If there are no payments to be made from the Security Deposit as set out in this paragraph, or if there is any balance of the Security Deposit remaining after all payments have been made, the Security Deposit, or such balance thereof remaining, will be refunded to the Tenant after the expiration or earlier termination of this Lease. Tenant hereby waives the benefit of the provisions of California Civil Code Section 1950.7. In the event of an act of bankruptcy by or insolvency of Tenant or the appointment of a receiver for Tenant or general assignment for the benefit of Tenant's creditors, the Security Deposit shall be deemed immediately assigned to Landlord.

8. UTILITIES.

8.1 Payments for Utilities and Services. Tenant shall contract directly with the providers of, and shall pay all charges for, water, sewer, storm water, gas, electricity, heat, cooling, telephone, refuse collection, janitorial, pest control, security and monitoring services furnished to the Premises, together with all related installation or connection charges or deposits ("**Utilities**"). If any such Utilities are not separately metered or billed to Tenant for the Premises but rather are billed to and paid by Landlord, Tenant shall pay to Landlord, as Additional Rent, its pro rata share of the cost of such services, as reasonably determined by Landlord. If any Utilities are not separately metered, Landlord shall have the right to determine Tenant's consumption by either submetering, survey or other methods designed to measure consumption with reasonable accuracy. In accordance with California Public Resources Code section 25402.10, Tenant shall, upon written request, promptly provide Landlord with monthly electrical and natural gas (if any) usage data (in either electronic or paper format) for the Premises for the period of time so requested by Landlord. In the alternative, and at Landlord's option, Tenant shall provide any written authorization or other documentation required by Landlord to request information regarding Tenant's electrical and natural gas usage data with respect to the Premises directly from the utility company providing electricity and natural gas to the Premises.

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 Utilities provided to the Premises or Buildings, whether resulting from any change, failure, interference, disruption or defect in supply or character of the service or Utilities provided to the Premises or Buildings, or arising from the partial or total unavailability of the service or utility to the Premises or Buildings, 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 Rent or otherwise relieve Tenant from its obligations under this Lease.

9. PERSONAL PROPERTY AND POSSESSORY INTEREST TAXES.

9.1 Tenant's Tax Obligation. "**Taxes**" shall mean all taxes, assessments and governmental charges, whether federal, state, county or municipal, and whether general or

special, ordinary or extraordinary, foreseen or unforeseen, imposed upon Tenant's personal property or trade fixtures, the Premises, or any possessory interest therein, or their operation, whether or not directly paid by Landlord, but excluding those Taxes paid by Landlord as defined at Section 5.1(c) above.

9.2 Personal Property Taxes. Tenant shall pay all Taxes (as hereinafter defined) levied or imposed against the Premises or Tenant's personal property or trade fixtures placed by Tenant in or about the Premises during the Term ("**Personal Property Taxes**").

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

9.4 Payment. Tenant shall pay the Personal Property Taxes or 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 Premises 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 termination of this Lease.

10. ALTERATIONS.

10.1 Landlord Consent Required. Tenant shall not make any alterations, improvements, or additions (each an "**Alteration**") in or about the Premises or any part thereof without the prior written consent of Landlord, which consent may be reasonably conditioned upon criteria and/or requirements deemed necessary by Landlord; provided, however, that Landlord shall have the right in its sole and absolute discretion to withhold its consent to any Alteration which affects the structural components of the Building, including the roof, support structures, foundations, the exterior of the Building and/or the systems serving the Premises or the Building. Notwithstanding the foregoing, Tenant shall have the right to make Alterations to the Premises with prior written notice to, but without the consent of, Landlord provided that such Alterations (a) do not require the procurement of a building permit, (b) do not affect the structural portion of the Building or the systems serving the Building, (c) are performed below the ceiling and above the raised floor of the Premises, (d) the reasonably estimated costs of the Alterations, together with the costs of any other Alteration made during the immediately preceding twelve (12) months period, do not exceed Ten Thousand Dollars (\$10,000) and, (e) are performed in full compliance with the terms Sections 10.2 through 10.4 below.

10.2 Alterations. Any Alterations to the Premises shall be at Tenant's sole cost and expense, and made in compliance with all applicable Laws and all reasonable requirements requested by Landlord. Prior to starting work, Tenant shall furnish Landlord with plans and specifications (which shall be in CAD format if requested by Landlord); names of contractors

reasonably acceptable to Landlord; required permits and approvals; evidence of contractors and subcontractors insurance in amounts reasonably required by Landlord and naming Landlord, the managing agent for the Building and such other persons or entities as Landlord may reasonably request, as additional insureds; and any security for payment in performance and amounts reasonably required by Landlord. In addition, if any such Alteration requires the removal of asbestos, an appropriate asbestos disposal plan, identifying the proposed disposal site of all such asbestos, must be included with the plans and specifications provided to Landlord. Tenant shall reimburse Landlord for any sums paid by Landlord for third party examination of Tenant's plans for Alterations. Landlord agrees to respond to Tenant's request for consent to any Alterations within fifteen (15) days following Tenant's delivery of such request, accompanied by plans and specifications depicting the proposed Alterations ("Plans") and a designation of Tenant's general contractor (and major subcontractors) to perform such work. Landlord's response shall be in writing and, if Landlord withholds its consent to any Alterations, Landlord shall specify in reasonable detail in Landlord's notice of disapproval, the basis for such disapproval. If Landlord fails to timely notify Tenant of Landlord's approval or disapproval of any such Plans, Tenant shall have the right to provide Landlord with a second written request for approval (a "**Second Request**") that specifically identifies the applicable Plans and contains the following statement in bold and capital letters: **"THIS IS A SECOND REQUEST FOR APPROVAL OF PLANS PURSUANT TO THE PROVISIONS OF SECTION 10.2 OF THE LEASE. IF LANDLORD FAILS TO RESPOND WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE, THEN LANDLORD SHALL BE DEEMED TO HAVE APPROVED THE PLANS DESCRIBED HEREIN."** If Landlord fails to respond to such Second Request within five (5) business days after receipt by Landlord, the Plans in question shall be deemed approved by Landlord. If Landlord timely delivers to Tenant a notice of Landlord's disapproval of any Plans, Tenant may revise Tenant's Plans and resubmit such Plans to Landlord; in such event the scope of Landlord's review of such Plans shall be limited to Tenant's correction of the items to which Landlord had previously objected. Landlord's review and approval (or deemed approval) of such revised Plans shall be governed by the provisions as set forth above in this Section 10.2. The procedure set forth above for approval of Tenant's Plans will also apply to any change, addition or amendments to Tenant's Plans. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law. In addition, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any Alteration equal to five percent (5%) of the total costs of the Alteration, to the extent the costs of the Alteration is equal to or less than \$100,000; plus four percent (4%) of the costs of the Alteration to the extent that the costs of the Alteration is in excess of \$100,000, but not more than \$500,000 million; plus three percent (3%) of any portion of the costs of the Alteration in excess of \$500,000. Upon completion, Tenant shall furnish Landlord with at least three (3) sets of "as built" Plans (as well as a set in CAD format, if requested by Landlord) for the Alterations, completion affidavit and full and final unconditional waivers of liens and will cause a Notice of Completion to be recorded in the Office of the Recorder of the County of Alameda. Any Alteration shall at once become the property of Landlord; provided, however, that Landlord, at its option, may require Tenant to remove any Alterations prior to the expiration or sooner termination of this Lease. If Tenant serves a request in writing together with Tenant's request for Landlord's consent to any such Alterations ("**Removal Request**"), Landlord will notify Tenant at the time of Landlord's consent to any such Alterations as to whether Landlord requires their removal. All costs of any Alterations (including, without limitation, the removal

thereof, if required) shall be borne by Tenant. If Tenant fails to promptly complete the removal of any Alterations and/or to repair any damage caused by the removal, Landlord may do so and may charge the reasonable costs thereof to Tenant. All Alterations shall be made in a first-class, workmanlike manner and in a manner that will not disturb other tenants, in accordance with Landlord's then-current guideline for construction, and Tenant shall maintain appropriate liability and builders' risk insurance throughout the construction. Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all claims for injury to or death of persons or damage or destruction of property arising out of or relating to the performance of any Alterations by or on behalf of Tenant. Under no circumstances shall Landlord be required to pay, during the Term (as the same may be extended or renewed) any ad valorem or Taxes on such Alterations, Tenant hereby covenanting to pay all such taxes when they become due.

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

10.4 Liens. Tenant shall pay when due all claims for labor or materials furnished Tenant for use in the Premises. Tenant shall not permit any mechanic liens or any other liens against the Premises, Building, Alterations or any of Tenant's interests under this Lease for any labor or materials furnished to Tenant in connection with work performed on or about the Premises by or at the direction of Tenant. Tenant shall indemnify, hold harmless and defend Landlord (by counsel reasonably satisfactory to Landlord) from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction 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.

11. MAINTENANCE AND REPAIR OF PREMISES.

11.1 Maintenance and Repair by Tenant.

(a) **Tenant Maintenance.** Tenant shall, at its sole cost and expense, maintain the Premises in good repair and in a neat and clean, first-class condition, including making all necessary repairs and replacements. Tenant's repair and maintenance obligations include, without limitation, repairs to: (i) floor coverings; (ii) interior partitions; (iii) doors; (iv) the interior side of demising walls; (v) fire life safety systems, including sprinklers, fire alarms and/or smoke detectors; (vi) Alterations, described in Article 10; (vii) heating, ventilation and air conditioning (HVAC) systems exclusively serving the Premises; (viii) kitchens; (ix) plumbing and similar facilities exclusively serving the Premises, whether such items are installed by or on behalf of Tenant or are currently existing at the Premises; and (x) telephone and data equipment, and cabling.

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

11.2 **Maintenance and Repair by Landlord.** Landlord shall maintain in good repair (a) the structural elements of the Building, including structural elements of exterior walls and foundations (but excluding glass and exterior doors); (b) the roof of the Building; and (c) Common Areas 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 hereby waives any and all rights under and benefits of subsection 1 of Section 1932, and Sections 1941 and 1942 of the California Civil Code 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 employed or control of Tenant caused 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 Lease, Tenant waives any right to terminate this Lease or offset or abate Rent by reason of any failure of Landlord to make repairs to the Premises or Building.

12. ENVIRONMENTAL PROTECTION PROVISIONS.

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

“hazardous wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Premises are located, and any other environmental law, regulation or ordinance now existing or 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.

12.2 Reportable Uses Required Consent. Except as permitted in this Article 12, Tenant hereby agrees that Tenant and Tenant’s officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, subtenants, concessionaires, invitees and any other occupants of the Premises (for purposes of this Article 12, referred to collectively herein as **“Tenant Parties”**) shall not cause or permit any Hazardous Materials to be used, generated, manufactured, refined, produced, processed, stored or disposed of, on, under or about the Premises or Building or transported to or from the Premises or Building without the express prior written consent of Landlord, which consent may be limited in scope and predicated on strict compliance by Tenant with all applicable Hazardous Materials Laws and such other reasonable rules, regulations and safeguards as may be required by Landlord (or any insurance carrier, environmental consultant or lender of Landlord, or environmental consultant retained by any lender of Landlord) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under or about the Premises or the Building. In connection therewith, Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant Parties of Hazardous Materials on the Premises or the Building, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises or the Building. The foregoing notwithstanding, Tenant may use ordinary and customary materials reasonably required to be used in the course of the Permitted Use, ordinary office supplies (copier, toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Hazardous Materials Laws and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Landlord to any liability therefor.

12.3 Remediation Obligations. If at any time during the Term, any contamination of the Premises by Hazardous Materials shall occur where such contamination is caused by the act or omission of Tenant or Tenant Parties (**“Tenant’s Contamination”**), then Tenant, at Tenant’s sole cost and expense, shall promptly and diligently remediate such Hazardous Materials from the Premises or the groundwater underlying the Premises 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 Premises 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 Premises or the risk of harm to human health, safety, the environment or security caused by the Tenant 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 (together with interest on such amounts at the highest lawful rate until paid), when such demand is accompanied by proof of payment by Landlord of the amounts demanded. Tenant shall promptly deliver to Landlord, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises as part of Tenant's remediation of any Tenant's Contamination. The foregoing notwithstanding, "Tenant's Contamination" shall not refer to or include any Hazardous Materials that were not clearly introduced to the Premises by Tenant or Tenant Parties. As an example, if lead dust or asbestos are found on the Premises, unless there is clear evidence that Tenant introduced those Hazardous Materials to the Premises or they were dislodged by a Tenant Alteration, 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.

12.4 Environmental Permits. Tenant and Tenant Parties shall be solely responsible for obtaining and complying with, at their cost and sole expense, any environmental permits required for Tenant's operations under this Lease, independent of any existing permits held by Landlord. Tenant shall not conduct operations or activities under any environmental permit that names Landlord as a secondary discharger or co-permittee. Tenant shall provide prior written notice to Landlord of all environmental permits and permit applications required for any of Tenant's operations or activities. Tenant acknowledges that Landlord will not consent to being named a secondary discharger or co-permittee for any operations or activities of Tenant, its contractors, assigns or subtenants. Tenant shall strictly comply with any and all environmental permits (including any hazardous waste permit required under the Resource Conservation and Recovery Act or its state equivalent) and must provide, at its own expense, any hazardous waste management facilities complying with all Hazardous Material Laws.

12.5 Landlord's Inspection Right. Landlord shall have the right to inspect, upon reasonable notice to Tenant, the Premises for Tenant's compliance with this Article 12. Landlord normally will give Tenant twenty-four (24) hours' prior notice of its intention to enter the Premises unless it determines the entry is required for exigent circumstances related to health, safety, or security; provided, however, Landlord agree to use its best commercial efforts to provide Tenant with the maximum advance notice of any such entrance and will, without representation or warranty, attempt to structure such entrance in the least intrusive manner possible. Tenant shall have no claim against Landlord, or any officer, agent, employee, contractor or subcontractor of Landlord by reason of entrance of such Landlord officer, agent, employee, contractor or subcontractor onto the Premises.

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

12.7 Hazardous Materials Indemnity. In addition to any other provisions of this Lease, 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 arising from Tenant's occupancy, use or operations, or any other action by Tenant or its contractors, employees, agents, assigns, invitees, or subtenants giving rise to liability, civil or criminal, or any other action by Tenant or its contractors, employees, agents, assigns, or subtenants giving rise to responsibility under any Hazardous Materials Laws. Tenant's obligations hereunder shall apply whenever Landlord incurs costs or liabilities for Tenant's activities or for the activities of Tenant's contractors, employees, agents, assigns, invitees, or subtenants as provided hereunder. This provision shall survive the expiration or termination of this Lease.

13. ASSIGNMENT AND SUBLETTING.

13.1 Landlord Consent Required. Subject to Sections 13.5 and 13.6 below, Tenant shall not voluntarily or by operation of law, (a) mortgage, pledge, hypothecate or encumber this Lease or any interest therein, (b) assign or transfer this Lease or any interest herein, sublease the Premises or any part thereof or any right or privilege appurtenant thereto, or allow any other person (the employees and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be withheld unreasonably provided that (i) Tenant is not then in Default under this Lease nor is any event then occurring, with the giving of notice or the passage of time, or both, would constitute a Default hereunder, and (ii) Tenant has not previously assigned or transferred this Lease or any interest herein or subleased the Premises or any part thereof. A transfer of greater than fifty percent (50%) interest (whether stock, partnership interest, membership interest or otherwise) of Tenant, either in one (1) transaction or a series of transaction shall be deemed to be an assignment under this Lease.

13.2 Landlord Recapture. In the event of an assignment of this Lease or subletting of more than twenty percent (20%) of the rentable square footage of the Premises, Landlord shall have the right to recapture the portion of the Premises that Tenant is proposing to transfer. If Landlord exercises its right to recapture, this Lease shall automatically be amended (or terminated if the entire Premises is being assigned or sublet) to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer, although Landlord may require Tenant to execute a reasonable amendment or other document reflecting such reduction or termination.

13.3 Reasonable Consent. If Tenant intends to assign this Lease or sublet the Premises or any part thereof, Tenant shall give Landlord written notice of such intent ("Transfer Notice"). Tenant's Transfer Notice shall be accompanied by a copy of the proposed assignment or sublease between Tenant and the proposed assignee or subtenant, together with current and three (3) years' prior financial statements, if available, for the proposed assignee or subtenant, which financial statement shall be prepared in accordance with generally accepted accounting principles. Tenant shall provide Landlord with any additional information or documentation reasonably requested by Landlord within ten (10) business days after receiving Landlord's request. Landlord shall then have a period of thirty (30) days following receipt of such additional information (or 30 days after receipt of Tenant's Transfer Notice if no additional information is requested) within which to notify Tenant in writing that Landlord elects either (a) to exercise its recapture rights in accordance with Section 13.2 in which event Tenant will be relieved of all further obligations hereunder as to such space as of the date specified in Landlord's notice terminating the Lease with respect to the relevant space, (b) to permit Tenant to assign this Lease or sublet such space as described in the Transfer Notice, subject, however, to prior written consent to the proposed assignment or sublease or (c) deny Tenant's request to assign this Lease or sublet such space. Among other factors upon which Landlord may base a withholding of consent are the following: (i) the use of the Premises by such proposed assignee or subtenant would not be a Permitted Use; (ii) the financial condition of the proposed assignee or subtenant is such that, in Landlord's reasonable determination, it would be unable to perform its obligations under the proposed sublease or assignment; (iii) the portion of the Premises proposed to be sublet is irregular in shape and/or does not permit safe or otherwise appropriate

means of ingress and egress, or does not comply with other Laws or regulations; (iv) Landlord or Landlord's agents have negotiated with the proposed assignee or subtenant with regard to the leasing of space at the Property, at any time within the preceding six (6) months; or (v) any other reasonable basis that Landlord may assert.

13.4 Transfer Premium. If Landlord consents to any requested assignment or sublease (each a "**Transfer**") and the assignee or subtenant pays to Tenant an amount in excess of the Rent due under this Lease (after deducting Tenant's reasonable, actual expenses in obtaining such assignment or sublease, such expenses being limited to (a) any Alterations to the subject space made in order to achieve the Transfer, or contributions to the cost thereof, amortized in equal monthly installments over the then remainder of the Term and (b) any commercially reasonable brokerage commissions, reasonable attorneys' fees and reasonable advertising and marketing costs incurred by Tenant in connection with the Transfer) ("**Transfer Premium**"). Tenant shall pay fifty percent (50%) of such Transfer Premium to Landlord as and when the monthly payments are received by Tenant.

13.5 Tenant Affiliates. Notwithstanding anything to the contrary contained in Section 13.1, Tenant may, without obtaining the prior consent of Landlord, and without the payment of any amounts pursuant to Section 13.4, sublet or license the use of all or any part of the Premises or assign this Lease to a Tenant Affiliate, provided that (a) Tenant shall give not less than thirty (30) days' prior written notice thereof to Landlord (to the extent such notice is permitted by applicable Law), (b) Tenant shall continue to be fully obligated under this Lease, and (c) any such assignee or sublessee shall expressly assume and agree to perform all the terms and conditions of this Lease to be performed by Tenant and to use the Premises only for a Permitted Use (but with respect to a sublease, only with respect to that portion of the Premises that is the subject of the sublease and excluding all rental obligations of Tenant hereunder). As used herein, "**Tenant Affiliate**" means (i) an entity controlling, controlled by or under common control with Tenant, (ii) a successor corporation related to Tenant by merger, consolidation, nonbankruptcy reorganization, or government action, or (iii) a purchaser of substantially all of Tenant's assets located in the Premises; and a party shall be deemed to "control" another party for purposes of the definition contained in the aforesaid clause (i) only if the first party owns more than fifty percent (50%) of the stock or other beneficial interests of the second party or has the power to direct or cause the direction of the management or policy of the second party, or the first and second party share the same, or substantially the same (defined as a majority of directors on the "controlled" entity's board are also on the other entity's board), board of directors. Within five (5) business days of execution of any such sublease or license with a Tenant Affiliate, Tenant shall deliver to Landlord a copy of the fully executed assignment, sublease or license.

13.6 No Release. No Transfer shall release or discharge Tenant of or from any liability, whether past, present or future, under this Lease, and Tenant shall continue to be fully liable hereunder. Each subtenant or assignee shall agree, in a form reasonably satisfactory to Landlord, to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease. The assignment or sublease agreement, as the case may be, after approval by Landlord, shall not be amended without Landlord's prior written consent, and shall contain a provision directing the assignee or subtenant to pay the rent and other sums due thereunder directly to Landlord upon receiving written notice from Landlord that Tenant is in

default under this Lease with respect to the payment of Rent. In the event that, notwithstanding the giving of such notice, Tenant collects any rent or other sums from the assignee or subtenant, then Tenant shall hold such sums in trust for the benefit of Landlord and shall immediately forward the same to Landlord. Landlord's collection of such rent and other sums shall not constitute an acceptance by Landlord of attornment by such assignee or subtenant. Tenant shall deliver to Landlord promptly after execution an executed copy of each Transfer and an agreement of compliance by each such subtenant or assignee.

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

13.8 Limitations on Transfer Reasonable. Tenant acknowledges and agrees that the restrictions, conditions, and limitations imposed by this Article 13 on Tenant's ability to assign or transfer this Lease or any other interests herein, to sublet the Premises or any part thereof, are, for purposes of California Civil Code Section 1951.4, as amended from time to time, and for all other purposes, reasonable at the time this Lease was entered into and shall be deemed to be reasonable at the time that Tenant seeks to assign or transfer this Lease or any interest herein, to sublet the Premises or any part thereof, or transfer or assign any right or privilege appurtenant to the Premises.

14. INDEMNITY AND WAIVER OF CLAIMS.

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

14.2 Waiver of Claims. Except in the event of its own gross negligence or willful misconduct, Landlord shall not be liable to Tenant and Tenant hereby waives all claims against Landlord and Landlord Related Parties for any injury or damage to any person or property occurring or incurred in connection with or in any way relating to the Premises or Building from

any cause. Without limiting the foregoing, neither Landlord nor any Landlord Related Party shall be liable for and there shall be no abatement rent for (a) any damage to Tenant's property stored with or entrusted to any Landlord Related Party, (b) loss of or damage to any property by theft or any other wrongful or illegal act, or (c) any injury or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or Building or from the pipes, appliances, appurtenance or plumbing works thereof or from the roof, street or surface or from any other place or resulting from dampness or any other cause whatsoever or from the acts or omissions of other tenants, occupants or other visitors to the Premises or Building or from any other cause whatsoever, (d) any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Premises or (e) any latent or other defects in the Premises or the Building. Tenant agrees that in no case shall Landlord or any Landlord Related Party be responsible or liable on any theory for any injury to Tenant's business, loss of profits, loss of income or any other form of consequential damage.

14.3 Survival/No Impairment. The obligations of Tenant under this Article 14 shall survive any termination of this Lease. The foregoing indemnity obligations shall not relieve any insurance carrier of its obligations under any policies required to be carried by either party pursuant to this Lease, to the extent that such policies cover the peril or currents that results in the claims that is subject to the foregoing indemnity.

15. INSURANCE.

15.1 Tenant's Insurance.

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

(b) **Personal Property Insurance.** Tenant shall maintain in full force and effect on all of its personal property, furniture, furnishings, trade fixtures and equipment from time to time located in, on or upon the Premises ("**Tenant's Property**"), and any Alterations (as defined in Article 10) in an amount not less than one hundred percent (100%)

of their full replacement value from time to time during the Term, providing protection against all perils, included within the standard form of "all-risk" (i.e., "Special Cause or Loss") fire and casualty insurance policy. Landlord shall have no interest in the insurance upon Tenant's Property or Alterations and will sign all documents reasonably necessary in connection with the settlement of any claims or loss by Tenant. Landlord will not carry insurance on Tenant's Property or Alterations.

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

(d) Commercial Pollution Legal Liability. Commercial Pollution Legal Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

(e) Business Interruption Insurance. Tenant shall, at Tenant's expense, maintain in full force and effect during the Term of this Lease, Business Interruption Insurance with a limit of liability representing loss of at least approximately twelve (12) months of income.

(f) Automobile Liability. Tenant's expense, maintain in full force and effect during the Term of this Lease, Commercial Automobile Liability. Such policy shall be in an amount of not less than One Million Dollars (\$1,000,000) combined singled limit. Such policy of insurance shall be issued by an insurance company authorized to do business in the state of California and rated A-: VII or better in the Best's Key Rating Guide.

15.2 Requirements For All Policies. Each policy of insurance required under Section 15.1 shall: (a) be in a form, and written by an insurer, reasonably acceptable to Landlord, (b) be maintained at Tenant's sole cost and expense, and (c) require at least thirty (30) days' written notice to Landlord prior to any cancellation, nonrenewal or modification of insurance coverage. Insurance companies issuing such policies shall have rating classifications of "A-" or better and financial size category ratings of "VII" or better according to the latest edition of the Best Key Rating Guide. All insurance companies issuing such policies shall be admitted carriers licensed to do business in the state where the Property is located. Any deductible amount under such insurance shall not exceed \$5,000. Tenant shall provide to Landlord, upon request, evidence that the insurance required to be carried by Tenant pursuant to this Section, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid. Tenant shall, at least thirty (30) days prior to expiration of each policy, furnish Landlord with certificates of renewal thereof and shall provide Landlord with at least thirty days prior written notice of any cancellation or modification. Landlord and Tenant agree, to the extent such waivers are commercially reasonable, to have their respective insurance companies waive any rights of subrogation that such company may have against Landlord or Tenant, as the case may be.

15.3 **Certificates of Insurance.** Upon execution of this Lease by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, Tenant shall furnish to Landlord a certificate of insurance reflecting that the insurance required by this Article is in force, accompanied by an endorsement(s) showing the required additional insureds satisfactory to Landlord in substance and form.

15.4 **Landlord's Insurance.** During the Term, Landlord may, at its sole and absolute discretion, obtain property insurance covering the Building (but not on any Alterations or any Tenant's Property) with customary limits and deductibles, together with such other types of insurance coverage, if any, as Landlord, in Landlord's sole discretion, may elect to carry. Tenant acknowledges that, as of the date of this Lease, Landlord carries no insurance on the Building.

16. DAMAGE OR DESTRUCTION.

16.1 Definitions.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Tenant's Property (as defined at Section 15.1(b)), or Alterations (as defined at Article 10), which can reasonably be repaired in six (6) months or less from the date of the damage or destruction. Landlord shall notify Tenant in writing within thirty (30) days from the date of the damage or destruction as to whether or not the damage is Partial or Total and the estimated time for repairing said damage. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Tenant has the responsibility to repair or replace pursuant to the provisions of Section 11.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises, other than Tenant's Property (as defined at Section 15.1(b)), or Alterations (as defined at Article 10), which cannot reasonably be repaired in six (6) months or less from the date of the damage or destruction. Landlord shall notify Tenant in writing within thirty (30) days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Tenant's Property (as defined at Section 15.1(b)), or Alterations (as defined at Article 10), which was caused by an event required to be covered by the insurance described in Section 15.4, irrespective of any deductible amounts or coverage limits involved.

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

(e) **"Hazardous Material Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a

Hazardous Material as (defined in Section 12.1), in, on, or under the Premises which requires repair, remediation, or restoration.

16.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, Landlord shall repair such damage (but not Tenant's Property or Alterations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Tenant shall, at Landlord's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Landlord shall make any applicable insurance proceeds available to Tenant on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, Tenant shall promptly contribute the shortage in proceeds (except as to the deductible which is Tenant's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Landlord shall have no obligation to fully restore the unique aspects of the Premises unless Tenant provides Landlord with the funds to cover same, or adequate assurance thereof, within ten (10) days following receipt of written notice of such shortage and request therefor. If Landlord receives said funds or adequate assurance thereof within said ten (10) day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not so received, Landlord may nevertheless elect by written notice to Tenant within ten (10) days thereafter to: (a) make such restoration and repair as is commercially reasonable with Landlord paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (b) have this Lease terminate thirty (30) days thereafter. Tenant shall not be entitled to reimbursement of any funds contributed by Tenant to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Section 16.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

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

16.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate sixty (60) days following such Destruction.

If the damage or destruction was caused by the gross negligence or willful misconduct of Tenant, Landlord shall have the right to recover Landlord's damages from Tenant.

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

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

17. CONDEMNATION.

If the whole or if any material part of the Premises or Building is taken or condemned for any public or quasi-public use under either state or federal law, by eminent domain or purchase in lieu thereof (a "Taking"), and (a) such Taking renders the Premises or Building unsuitable, in Landlord's reasonable opinion, for the purposes for which they were constructed; or (b) the Premises or Building cannot be repaired, restored or replaced at reasonable expense to an economically profitable unit, then Landlord may, at its option, terminate this Lease as of the date possession vests in the condemning party. If twenty-five percent (25%) or more of the Premises is taken and if the Premises remaining after such Taking and any repairs by Landlord would be untenable (in Tenant's reasonable opinion) for the conduct of Tenant's business operations, Tenant shall have the right to terminate this Lease as of the date possession vests in the condemning party. The terminating party shall provide written notice of termination to the other party within thirty (30) days after it first receives notice of the Taking. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. If this Lease is not terminated, Base Rent shall be appropriately adjusted to account for any reduction in the square footage of the Premises. If only a part of the Premises is subject to a Taking and this Lease is not

terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws. Landlord shall be entitled to any and all compensation, damages, income, rent, awards or any interest thereon which may be paid or made in connection with any such Taking, and Tenant shall have no claim against Landlord for the value of any expired term of this Lease or otherwise; provided, however, that Tenant shall be entitled to receive any award separately allocated by the condemning authority to Tenant for Tenant's relocation expenses, the value of Tenant's fixture, equipment and personal property (specifically excluding components of the Premises which under this Lease or by law are or at the expiration of the Term will become the property of Landlord, including, without limitation, fixtures and Alterations), or Tenant's loss of business goodwill, provide that such award does not reduce any award otherwise allocable or payable to Landlord.

18. DEFAULT.

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

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

(b) Tenant abandons the Premises as defined in Section 1951.3 of the California Civil Code.

(c) Tenant fails timely to deliver any subordination document or estoppel certificate requested by Landlord within the applicable time period specified hereinbelow.

(d) Tenant violates the restrictions on Transfer set forth in Article 13.

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

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

18.2 **Remedies.** Upon the occurrence of any Default under this Lease, whether enumerated in Section 18.1 or not, Landlord shall have the option to pursue any one or more of the following remedies without any notice (except as expressly prescribed herein) or demand whatsoever. Without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of Rent or other obligations, and waives any and all other notices or demand requirements imposed by applicable Law:

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

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

(ii) The Worth at the Time of Award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant affirmatively proves could have been reasonably avoided;

(iii) The Worth at the Time of Award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant affirmatively proves could be reasonably avoided discounted to the then present value;

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

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

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

(b) Employ the remedy described in California Civil Code § 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or

(c) Notwithstanding Landlord's exercise of the remedy described in California Civil Code § 1951.4 in respect of an event or events of Default, at such time thereafter as Landlord may elect in writing, to terminate this Lease and Tenant's right to possession of the Premises and recover an award of damages as provided above.

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

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

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

18.6 Landlord's Right to Perform Tenant's Obligations. If Tenant is in Default of any of its non-monetary obligations under this Lease, 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 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 18.6, the full amount of the costs and expense incurred or the payments so made or the amount of the loss so sustained shall be immediately be owed by Tenant to Landlord, and Tenant shall promptly pay to Landlord upon demand, as Additional Rent, the full amount thereof with interest thereon from the day of payment by Landlord the lower of ten percent (10%) per annum, or the highest rate permitted by applicable law.

18.7 Severability. This Article 18 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.

19. LIMITATION OF LIABILITY.

Notwithstanding anything to the contrary contained in this Lease, the liability of Landlord (and of any successor landlord) shall be limited to the interest of Landlord in the Building as the same may from time to time be encumbered. Tenant shall look solely to Landlord's interest in the Building for the recovery of any judgment. Neither Landlord nor any

Landlord Related Party shall be personally liable for any judgment or deficiency, and in no event shall Landlord or any Landlord Related Party be liable to Tenant for any lost profit, damage to or loss of business or a form of special, indirect or consequential damage. Before filing suit for an alleged default by Landlord, Tenant shall give Landlord and the Mortgagee(s) whom Tenant has been notified hold Mortgages (defined in Article 22 below), notice and reasonable time to cure the alleged default.

20. SURRENDER OF PREMISES.

At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's property including any furniture, fixtures, equipment or cabling installed by or for the benefit of Tenant from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. Landlord may, by notice to Tenant not less than sixty (60) days prior to the Expiration Date (except in the event of a termination of this Lease prior to the scheduled Expiration Date, in which event no advance notice shall be required) require Tenant, at Tenant's expense, remove any Alterations (except as otherwise provided at Section 10.2, above) and repair any damage caused by such removal. If Tenant fails to remove any of Tenant's property, or to restore the Premises to the required condition, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's property and/or perform such restoration of the Premises. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's property from the Premises or storage, within thirty (30) days after notice, Landlord may deem all or any part of Tenant's property to be abandoned and, at Landlord's option, title to Tenant's property shall vest in Landlord or Landlord may dispose of Tenant's property in any manner Landlord deems appropriate.

21. HOLDING OVER.

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

22. MORTGAGES.

22.1 Subordination to Mortgages. Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising

upon the Premises, or Building and any ground lease(s) or other agreements or covenants running with the land now or subsequently arising upon the Building, and to renewals, modifications, refinancing and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall, within ten (10) days written request therefor from Landlord, execute a commercially reasonable subordination agreement in favor of the Mortgagee. Landlord shall use commercially reasonable efforts to obtain for Tenant a non-disturbance provision in any such subordination agreement. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant, shall attorn to any successor to Landlord's interest in this Lease.

22.2 Mortgage Protection. Tenant shall give to any Mortgagee, in accordance with the notice requirements of Article 25 below, at the same time as it is given to Landlord, a copy of any notices of default given to Landlord, provided that, prior to such notice, Tenant has been notified in writing (by way of notice of assignment of rent and leases, or otherwise) of the existence and address of such Mortgagee. Tenant further agrees that, if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Mortgagee shall have an additional reasonable period of time within which to cure such default, or if such default cannot be cured without Mortgagee pursuing its remedies against Landlord, then mortgagee shall have such additional time as may be necessary to commence and complete a foreclosure proceeding. If, in connection with obtaining financing for the Project, or a portion thereof, Landlord's lender shall request reasonable modifications to this Lease as a condition to such financing, Tenant shall not unreasonably withhold, delay or defer its consent to such modifications, provided that such modifications do not materially adversely affect Tenant's rights or increase Tenant's obligations under this Lease.

23. TENANT'S ESTOPPEL CERTIFICATE.

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

24. RELOCATION.

Landlord shall have the right to relocate the entire Premises upon all the following terms, covenants and conditions: (a) Landlord shall have the right to relocate the Premises on

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

25. NOTICE.

All notices 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 in the Basic Lease Information ("Notice Address"). Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, 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.

26. LABOR PROVISIONS.

26.1 Equal Opportunity. During the Term of this Lease, and with respect only to employment or employees at the Premises, Tenant agrees as follows:

(a) Tenant will not discriminate against any employee of Tenant or applicant for employment because of race, color, religion, sex or national origin. The employees of Tenant shall be treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, notices to be provided by the applicable government agencies, setting forth the provisions of this nondiscrimination provision.

(b) Tenant will, in all solicitations or advertisements for employees placed by or on behalf of Tenant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

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

27. MISCELLANEOUS.

27.1 Governing Law. This Lease shall be interpreted and enforced in accordance with the Laws of the State of California and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state.

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

27.3 Attorneys' Fees. In the event of an action, suit, arbitration or proceeding brought by Landlord or Tenant to enforce any of the other's covenants and agreements in this Lease, the prevailing party shall be entitled to recover from the non-prevailing party any costs, expenses (including out of pocket costs and expenses) and reasonable attorneys' fees incurred in connection with such action, suit or proceeding. Without limiting the generality of the foregoing, if Landlord utilizes the services of an attorney for the purpose of collecting any Rent due and unpaid by Tenant or in connection with any other breach of this Lease by Tenant following a written demand of Landlord to pay such amount or cure such breach, Tenant agrees to pay Landlord reasonable actual attorneys' fees for such services, irrespective of whether any legal action may be commenced or filed by Landlord.

27.4 Force Majeure. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, pandemics, civil disturbances, extreme weather and other causes beyond the reasonable control of the performing party ("Force Majeure").

27.5 Sale. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building. Upon transfer, Landlord shall be released from any further obligations hereunder and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations, provided that any successor pursuant to a voluntary, third party transfer (but not as part of an involuntary transfer resulting from a foreclosure or deed in lieu thereof) shall have assumed Landlord's obligations under this Lease.

27.6 Signs. Tenant shall not place any sign upon the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

All signage shall comply with Landlord's signage design criteria, as exist from time to time. In addition, any style, size, materials and attachment method of any such signage shall be subject to Landlord's prior written consent. The installation of any sign on the Premises by or for Tenant shall be subject to the provisions of this Lease. Tenant shall maintain any such signs installed on the Premises. Unless otherwise expressly agreed herein, Landlord reserves the right to installed, and all revenues from the installation of, such advertising signs on the Premises, including the roof, as do not unreasonably interfere with the conduct of Tenant's business.

27.7 Brokers. Landlord and Tenant each represents and warrants to the other that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker except the Broker(s) specified in the Basic Lease Information in the negotiating or making of this Lease. Each party agrees to indemnify and hold harmless the other from any claim or claims, and costs and expenses, including attorneys' fees, incurred by the indemnified party in conjunction with any such claim or claims of any other broker or brokers to a commission in connection with this Lease as a result of the actions of the indemnifying party. Provided that this Lease is fully executed by the parties hereto, Landlord shall pay a commission to Landlord's Broker pursuant to a separate written agreement between Landlord and Landlord's Broker, and Landlord's Broker shall be responsible for any fee or commission payable to Tenant's Broker, if any.

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

27.9 Waiver of Right to Jury Trial. Landlord and Tenant waive their respective rights to trial by jury of any contract or tort claim, counterclaim, cross-complaint, or cause of action in any action, proceeding, or hearing brought by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Premises, including without limitation any claim of injury or damage or the enforcement of any remedy under any current or future law, statute, regulation, code, or ordinance. Landlord and Tenant agree that this paragraph constitutes a written consent

to waiver of trial by jury within the meaning of California Code of Civil Procedure Section 631(f)(2), and Tenant does hereby authorize and empower Landlord to file this paragraph and/or this Lease, as required, with the clerk or judge of any court of competent jurisdiction as a written consent to waiver of jury trial. If the waiver set forth in this Section 27.9 is determined by any court to be invalid because it was executed prior to the commencement of any action, then Landlord and Tenant each covenant and agree to execute and deliver to the other, within five (5) days of a written request by the other, a waiver of the right to trial by jury similar in terms and scope to the waiver set forth in this Section 27.9 at such time following the commencement of such action as such waiver, if then made, would be valid.

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

27.11 Paragraph Titles. The paragraph titles use herein are not to be consider a substantive part of this Lease, but merely descriptive aids to identified the paragraph to which they referred. Use of the masculine gender includes the feminine and neuter, and vice versa.

27.12 Authority. If Tenant is a corporation, partnership, trust, association or other entity, Tenant and each person executing this Lease 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 Lease and to perform all Tenant's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Lease 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 a written certification of its Corporate Secretary or other appropriate authorizing officer or partner attesting that at a duly noticed meeting of its Board of Directors or other governing body a resolution has been unanimously adopted approving Tenant's execution hereof, thereby binding itself to the terms of this Lease and identifying the person(s) authorized to execute this Lease on behalf of Tenant.

27.13 Quiet Possession. Landlord covenants and agrees with Tenant that, upon Tenant's payment of Rent and observing and performing all of the terms, covenants, conditions, provisions and agreements of this Lease on Tenant's part to be observed or performed, Tenant shall have the quiet possession of the Premises throughout the Term.

27.14 Asbestos Notification for Commercial Property Constructed Before 1979. Tenant acknowledges that Landlord has advised Tenant that, because of their age, the Building may contain asbestos-containing materials ("ACMs"). If Tenant undertakes any Alterations as may be permitted by Article 10, Tenant shall, in addition to complying with the requirements of Article 10, undertake the Alterations in a manner that avoids disturbing ACMs present in the Building. If ACMs are likely to be disturbed in the course of such work, Tenant shall encapsulate or remove the ACMs in accordance an approved asbestos-removal plan and

otherwise in accordance with all applicable Environmental Laws, including giving all notices required by California Health & Safety Code Sections 25915-25919.7.

27.15 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. Subject to Article 10 of this Lease, Tenant may at its sole cost and expense, have a state certified LBP Inspector complete a LBP inspection and abatement and provide an abatement certification to Landlord. Landlord has no specific knowledge of the presence of lead-based paint in the Premises.

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

27.17 Certified Access Specialist Disclosure. In accordance with Civil Code Section 1938, Landlord hereby discloses that the Premises have 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.

27.18 Time of the Essence. Time is of the essence of this Lease and each and all of its provisions.

27.19 Entire Agreement. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

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

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

27.22 Relocation Benefits. Tenant acknowledges that upon the expiration or earlier termination of this Lease, for any reason other than a Taking as defined at Article 17, Tenant shall, and hereby does, waive any and all claims for relocation benefits, assistances and/or

payments under Government Code Sections 7260 et seq., California Code of Regulations Sections 600 et seq., 42 U.S.C. 4601 et seq., 29 C.F.R. Sections 121 et seq. and 49 C.F.R. Sections 24.1 et seq. (collectively the "**Relocation Assistance Laws**"). Any Relocation of the Premises pursuant to Article 24 of this Lease shall be governed by the terms of said article and not the Relocation Assistance Laws. Tenant further acknowledges and agrees that upon the expiration or earlier termination of this Lease for any reason, other than a Taking as hereinabove defined, no claim shall arise, nor shall Tenant assert any claim for loss of business goodwill (as that term is defined at CCP §1263.510) and no compensation for loss of business goodwill shall be paid by Landlord.

27.23 Alameda NAS Historic District. Tenant acknowledges that the Building are located within the NAS Alameda Historic District and has been designated as contributing to the Historic District. In granting, denying or conditioning its consent to any Alterations in accordance with Section 10.1 or the placement of any signs in accordance with Section 27.6, Landlord's decision will be guided by the terms and conditions of the City's Historic Preservation Ordinance and other planning and regulatory documents governing properties located within the NAS Alameda Historic District.

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

27.25 Environmental and Planning Documents. Tenant acknowledges that its use of the premises and any Alterations thereto shall comply with the terms, conditions and requirements of: (a) the Environmental Impact Report for Alameda Point and the Mitigation Monitoring and Reporting Program adopted pursuant thereto; (b) the Master Infrastructure Plan; (c) the Town Center and Waterfront Precise Plan (as applicable); and (d) the Alameda Point Transportation Demand Management Plan.

27.26 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

City of Alameda,
a charter city and municipal corporation

By: _____

John Russo
City Manager

Date: _____

TENANT:

Complete Coach Works,
a California corporation

By:  _____

Name: Dale Carson

Title: President

Date: 12/12/14

Approved as to Form

By:  _____

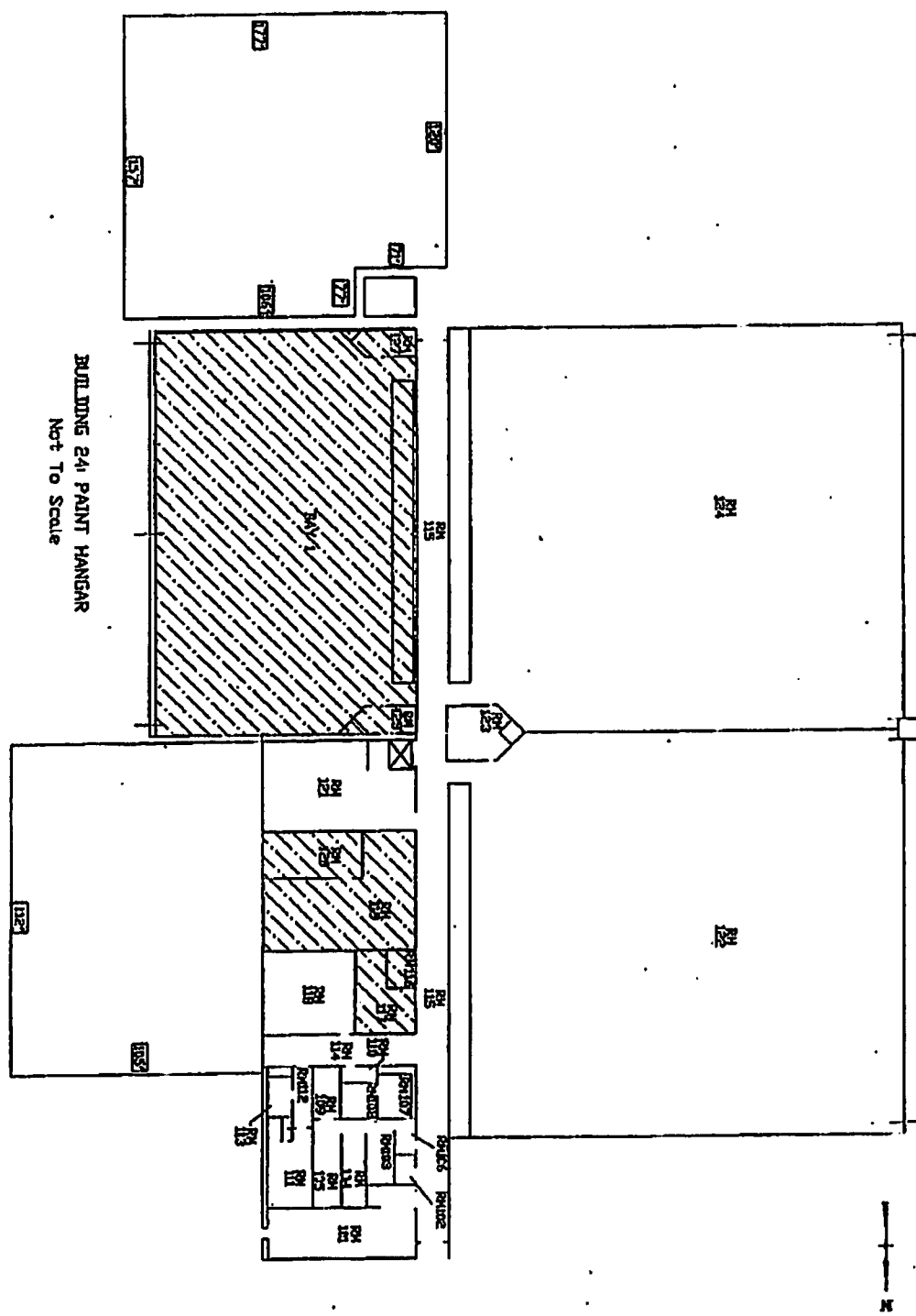
Janet Kern
City Attorney

By:  _____

Name: Michael J. Dominici

Date: 12/12/14

EXHIBIT A
PREMISES

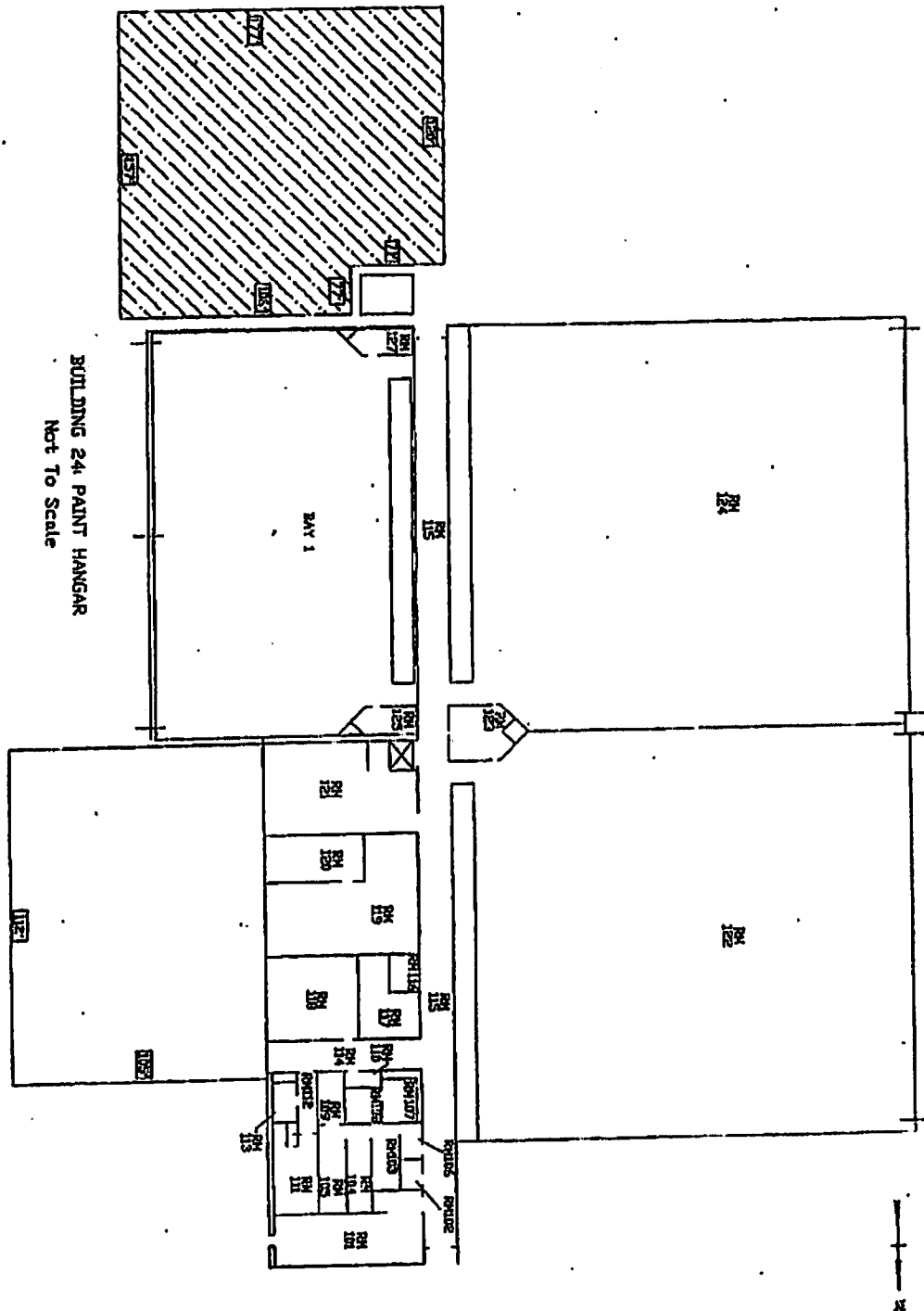


BUILDING 241 PAINT HANGAR
Not To Scale

EXHIBIT A

EXHIBIT A-1

LAND AREA



BUILDING 24 PAINT HANGAR
Not To Scale

EXHIBIT A-2

PARKING

EXHIBIT A-3
COMMON AREAS



EXHIBIT A-3

COMMON AREAS

**EXHIBIT B
COMMENCEMENT LETTER**

Date: _____

Re: Lease dated as of _____, 2014, by and between City of Alameda, as Landlord, and Complete Coach Works, a California corporation, as Tenant, for 14,997 rentable square feet in the Building 24 located at 2301 Monarch St., Alameda, California.

Dear _____:

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

1. The Commencement Date of the Lease is _____;
2. The Expiration Date of the Lease is December 31, 2017.

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

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

[Exhibit Do not sign]

EXHIBIT C
[INTENTIONALLY OMITTED]

EXHIBIT D

ACKNOWLEDGMENT OF RECEIPT

Pursuant to that certain Lease Agreement entered into by and between City of Alameda, a charter city and municipal corporation ("Landlord") and Complete Coach Works, a California corporation ("Tenant") dated as of Dec 12, 2014 ("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. 2013-199800 of Official Records in the Office of the County Recorder, Alameda County, California ("Quitclaim Deed");
- Declaration of Restrictions (Former Naval Air Station Alameda) dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-199782 in the Office of the County Recorder of Alameda County ("Declaration of Restrictions").

Pursuant to Section 6.3 of the Lease, Tenant acknowledges receipt of the above referenced documents and agrees that its use of the Premises (as defined in the Lease) shall comply with the restrictions set forth in said documents and failure to do so shall constitute a Default under the Lease.

Complete Coach Works,
a California corporation


By: 
Its: Michael J. Dominick
Date: 12/12/14

EXHIBIT E

ENVIRONMENTAL QUESTIONNAIRE

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

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

PM Realty Group L.P.
Attn: Property Manager
101 West Atlantic Avenue
Alameda, California 94501
(510) 749-0304; (510) 749-1095 fax

1. General Information.

Name of Responding Company: Complete Coach Works

Check the Applicable Status: _____

Prospective Tenant ☐ Existing Tenant ☒

Mailing Address: 42882 Iny street

Murrieta, CA 92562

Contact Person and Title: Dale Carson

Telephone Number: (951) 684-9585

Alameda Point Address of Proposed Premises to be Leased: _____

2301 Monarch St. Bldg 24 Bay 1 and rooms 116, 117, 119, 120, 125, and 127

Length of Lease Term: exp 12/31/2017

Your Standard Industrial Classification (SIC) Code Number: _____

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

Industrial vehicle repairs and storage, painting and
finishing.

2. Use and/or Storage of Hazardous Materials.

2.1 Will any hazardous materials be used or stored onsite?

Hazardous Wastes

Yes ☒

No ☐

Hazardous Chemical Products

Yes ☒

No ☐

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

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

Yes ☒

No ☐

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

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

Yes ☒

No ☐

If so, attach a copy of the permit application.

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

Yes ☐

No ☒

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

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

Yes ☐

No ☒

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

See attached item
Consolidated Emergency Response/Contingency
Plan Section C Emergency Communication.

3. Storage Tanks and Pumps.

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

Yes ☐

No ☒

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

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

Yes ☐ No ☒

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

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

6. Wastewater Treatment/Discharge.

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

NO storm drain NO sewer
NO surface water YES no industrial discharge

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

Yes ☐ No ☒

6.3 Is your wastewater treated before discharge?

Yes ☐ No ☐ Not Applicable ☒

If yes, describe the type of treatment conducted.

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

Yes ☒ No ☐ Not Applicable ☐

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

Yes ☐ No ☐ Not Applicable ☒

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

Yes ☐ No ☐ Not Applicable ☒

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

Yes ☐ No ☐ Not Applicable ☒

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

7. Air Discharges.¹

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

Yes ☒ No ☐

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

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

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

Yes ☐ No ☒

7.4 Are air emissions from your operations monitored?

Yes ☐ No ☒

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

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

8. Enforcement Actions, Complaints.

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

Yes ☐ No ☒

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

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

MAXIMUM OIL SERVICE

1-888-609-2629

Send Payment to:
Maximum Oil Service
164 Robles Way #207
Vallejo, CA 94591

Invoice No. 34445

Date 11.26.19

GENERATOR	Name Complete Coach Works		Bill to	
	Address 2401 W. Main St.		Address	
	City Vallejo	State CA	Zip 94591	City State Zip
	Phone 707-749-1396	Fax	Phone	
	Customer EPA #		Contact	

DESCRIPTION	WASTE CODE	MANIFEST #	QTY	RATE	AMOUNT
Non RCRA Hazardous Waste, Liquid (Used Oil) <input type="checkbox"/> Industrial <input type="checkbox"/> Lubricating	CA 221	013057763	JJK	110	
Non RCRA Hazardous Waste, Liquid (Oily Water)	CA 223		JJK		
Non RCRA Hazardous Waste, Liquid (Used Antifreeze)	CA 133	013057764	JJK	120	60.00
Transportation					
Test Pass / Fail					
Drained Used Oil Filters					
PLEASE PAY FROM THIS INVOICE A service charge of 1.5% per month shall be charged on past due accounts.			TERMS: NET 15 DAYS		TOTAL
<input checked="" type="checkbox"/> Consolidated Manifest Source: <input type="checkbox"/> Collection Station <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Marine <input type="checkbox"/> Agricultural <input type="checkbox"/> Govt.			PO #		Check #

TSD: Some facilities may ship oil out of state for processing and recycling
Remos Environmental Services
1515 So. River Road
W Sacramento, CA 95691
CAD 044 003 556

DK DIXON
7300 Chevron Way
Dixon, CA 95620
CAT 080 012 602

Riverbank Oil Transfer
6300 Claus Road
Riverbank, CA 95367
CAL 000 190 616

Bayside Oil II, Inc.
210 Encinal Street
Santa Cruz, CA 95060
CAD 088 838 222

Evergreen Oil
6850 Smith Avenue
Newark, CA 94560
CAD 680 887 418

Thermo Fluids
855 So. Stanford Way
Sparks, NV 89431
NVD 982 510 711

BEST
2430 Almond Dr.
Silver Springs, NV 89429
NVD 982 356 483

Bango Oil
22211 Bango Rd.
Fallon, NV 89426
NVR 000 080 655

Generator certifies that the above named waste stream has not been mixed with any other waste. Furthermore it has established a program to reduce the volume & toxicity of waste generated where economically practicable.

Driver Signature

Generator Signature

Print

Please keep a copy of this Invoice in a "Hazardous Waste" file for three (3) years as required by State law.

EPA # CAL000188867 DTSC # 3670 CA336919

Maximum Oil Service, LLC Fax 707-648-2804

1-888-609-2MAX or 1-888-700-4MAX

CALIFORNIA ENVIRONMENTAL REPORTING SYSTEM (CERS)
CONSOLIDATED EMERGENCY RESPONSE / CONTINGENCY PLAN
Prior to completing this Plan, please refer to the INSTRUCTIONS FOR COMPLETING A CONSOLIDATED CONTINGENCY PLAN

A. FACILITY IDENTIFICATION AND OPERATIONS OVERVIEW

FACILITY ID #		CERS ID	A1.	DATE OF PLAN PREPARATION/REVISION	A2.
		10188667		10/1/2013	
BUSINESS NAME (Same as Facility Name or DBA - Doing Business As)					
Complete Coach Works					
BUSINESS SITE ADDRESS					
2301 Monarch Street					
BUSINESS SITE CITY				104.	105.
Alameda				CA	ZIP CODE 94501
TYPE OF BUSINESS (e.g., Painting Contractor)			A3.	INCIDENTAL OPERATIONS (e.g., Fleet Maintenance)	
Automotive Repair Shop				Fleet Maintenance	
THIS PLAN COVERS CHEMICAL SPILLS, FIRES, AND EARTHQUAKES INVOLVING: (Check all that apply)					
<input checked="" type="checkbox"/> 1. HAZARDOUS MATERIALS; <input checked="" type="checkbox"/> 2. HAZARDOUS WASTES					

B. INTERNAL RESPONSE

INTERNAL FACILITY EMERGENCY RESPONSE WILL OCCUR VIA: (Check all that apply)	B1.
<input checked="" type="checkbox"/> 1. CALLING PUBLIC EMERGENCY RESPONDERS (i.e., 9-1-1)	
<input type="checkbox"/> 2. CALLING HAZARDOUS WASTE CONTRACTOR	
<input type="checkbox"/> 3. ACTIVATING IN-HOUSE EMERGENCY RESPONSE TEAM	

C. EMERGENCY COMMUNICATIONS, PHONE NUMBERS AND NOTIFICATIONS

Whenever there is an imminent or actual emergency situation such as an explosion, fire, or release, the Emergency Coordinator (or his/her designee when the Emergency Coordinator is on call) shall:

1. Activate internal facility alarms or communications systems, where applicable, to notify all facility personnel.
2. Notify appropriate local authorities (i.e., call 9-1-1).
3. Notify the California Emergency Management Agency at (800) 852-7550.

Before facility operations are resumed in areas of the facility affected by the incident, the emergency coordinator shall notify the California Department of Toxic Substances Control (DTSC), the local Unified Program Agency (UPA), and the local fire department's hazardous materials program that the facility is in compliance with requirements to:

1. Provide for proper storage and disposal of recovered waste, contaminated soil or surface water, or any other material that results from an explosion, fire, or release at the facility; and
2. Ensure that no material that is incompatible with the released material is transferred, stored, or disposed of in areas of the facility affected by the incident until cleanup procedures are completed.

INTERNAL FACILITY EMERGENCY COMMUNICATIONS OR ALARM NOTIFICATION WILL OCCUR VIA: (Check all that apply)	C1.
<input checked="" type="checkbox"/> 1. VERBAL WARNINGS;	<input type="checkbox"/> 2. PUBLIC ADDRESS OR INTERCOM SYSTEM;
<input type="checkbox"/> 3. TELEPHONE;	<input checked="" type="checkbox"/> 6. PORTABLE RADIO
<input type="checkbox"/> 4. PAGERS;	<input checked="" type="checkbox"/> 5. ALARM SYSTEM;
NOTIFICATIONS TO NEIGHBORING FACILITIES THAT MAY BE AFFECTED BY AN OFF-SITE RELEASE WILL OCCUR BY: (Check all that apply)	
<input checked="" type="checkbox"/> 1. VERBAL WARNINGS;	<input type="checkbox"/> 2. PUBLIC ADDRESS OR INTERCOM SYSTEM;
<input type="checkbox"/> 3. TELEPHONE;	<input checked="" type="checkbox"/> 6. PORTABLE RADIO
<input type="checkbox"/> 4. PAGERS;	<input checked="" type="checkbox"/> 5. ALARM SYSTEM;
EMERGENCY RESPONSE PHONE NUMBERS:	
AMBULANCE, FIRE, POLICE AND CHP	9-1-1
CALIFORNIA EMERGENCY MANAGEMENT AGENCY (CAL/EMA)	(800) 852-7550
NATIONAL RESPONSE CENTER (NRC)	(800) 424-8802
POISON CONTROL CENTER	(800) 222-1222
LOCAL UNIFIED PROGRAM AGENCY (UPA/CUPA)	(510) 567-6700
OTHER (Specify): Alameda Fire Dept.	(510) 337-2100
NEAREST MEDICAL FACILITY / HOSPITAL NAME: Alameda Hospital	(510) 522-3700
AGENCY NOTIFICATION PHONE NUMBERS:	
CALIFORNIA DEPT. OF TOXIC SUBSTANCES CONTROL (DTSC)	(916) 255-3545
REGIONAL WATER QUALITY CONTROL BOARD	(510) 622-2441
U.S. ENVIRONMENTAL PROTECTION AGENCY (US EPA)	(800) 300-2193
CALIFORNIA DEPT OF FISH AND GAME (DFG)	(916) 358-2900
U.S. COAST GUARD	(202) 267-2180
CAL/OSHA	(916) 263-2800
STATE FIRE MARSHAL	(916) 445-8200
OTHER (Specify):	
OTHER (Specify):	

D. EMERGENCY CONTAINMENT AND CLEANUP PROCEDURES

SPILL PREVENTION, CONTAINMENT, AND CLEANUP PROCEDURES: (Check all boxes that apply to indicate your procedures for containing spills, releases, fires or explosions; and, preventing and mitigating associated harm to persons, property, and the environment.)

D1.

- ☒ 1. MONITOR FOR LEAKS, RUPTURES, PRESSURE BUILD-UP, ETC.;
- ☐ 2. PROVIDE STRUCTURAL PHYSICAL BARRIERS (e.g., Portable spill containment walls);
- ☒ 3. PROVIDE ABSORBENT PHYSICAL BARRIERS (e.g., Pads, pigs, pillows);
- ☒ 4. COVER OR BLOCK FLOOR AND/ OR STORM DRAINS;
- ☒ 5. BUILT-IN BERM IN WORK / STORAGE AREA;
- ☒ 6. AUTOMATIC FIRE SUPPRESSION SYSTEM;
- ☒ 7. ELIMINATE SOURCES OF IGNITION FOR FLAMMABLE HAZARDS (e.g. Flammable liquids, Propane);
- ☒ 8. STOP PROCESSES AND/OR OPERATIONS;
- ☐ 9. AUTOMATIC / ELECTRONIC EQUIPMENT SHUT-OFF SYSTEM;
- ☒ 10. SHUT-OFF WATER, GAS, ELECTRICAL UTILITIES AS APPROPRIATE;
- ☒ 11. CALL 9-1-1 FOR PUBLIC EMERGENCY RESPONDER ASSISTANCE / MEDICAL AID;
- ☒ 12. NOTIFY AND EVACUATE PERSONS IN ALL THREATENED AREAS;
- ☒ 13. ACCOUNT FOR EVACUATED PERSONS IMMEDIATELY AFTER EVACUATION CALL;
- ☒ 14. PROVIDE PROTECTIVE EQUIPMENT FOR ON-SITE RESPONSE TEAM;
- ☒ 15. REMOVE OR ISOLATE CONTAINERS / AREA AS APPROPRIATE;
- ☒ 16. HIRE LICENSED HAZARDOUS WASTE CONTRACTOR;
- ☒ 17. USE ABSORBENT MATERIAL FOR SPILLS WITH SUBSEQUENT PROPER LABELING, STORAGE, AND HAZARDOUS WASTE DISPOSAL AS APPROPRIATE;
- ☒ 18. SUCTION USING SHOP VACUUM WITH SUBSEQUENT PROPER LABELING, STORAGE, AND HAZARDOUS WASTE DISPOSAL AS APPROPRIATE;
- ☒ 19. WASH / DECONTAMINATE EQUIPMENT W/ CONTAINMENT and DISPOSAL OF EFFLUENT / RINSATE AS HAZARDOUS WASTE;
- ☒ 20. PROVIDE SAFE TEMPORARY STORAGE OF EMERGENCY-GENERATED WASTES;
- ☐ 21. OTHER (Specify):

D2.

E. FACILITY EVACUATION

THE FOLLOWING ALARM SIGNAL(S) WILL BE USED TO BEGIN EVACUATION OF THE FACILITY (CHECK ALL THAT APPLY):

E1.

- ☐ 1. BELLS;
- ☒ 2. HORNS/SIRENS;
- ☒ 3. VERBAL (I.E., SHOUTING);
- ☒ 4. OTHER (Specify): Hand Held Radios

E2.

THE FOLLOWING LOCATION(S) IS/ARE EVACUEE EMERGENCY ASSEMBLY AREA(S) (i.e., Front parking lot, specific street corner, etc.)

E3.

Front Parking Lot

Note: The Emergency Coordinator must account for all on site employees and/or site visitors after evacuation.

- ☒ EVACUATION ROUTE MAP(S) POSTED AS REQUIRED

E4.

Note: The map(s) must show primary and alternate evacuation routes, emergency exits, and primary and alternate staging areas, and must be prominently posted throughout the facility in locations where it will be visible to employees and visitors.

F. ARRANGEMENTS FOR EMERGENCY SERVICES

Explanation of Requirement: Advance arrangements with local fire and police departments, hospitals, and/or emergency services contractors should be made as appropriate for your facility. You may determine that such arrangements are not necessary.

ADVANCE ARRANGEMENTS FOR LOCAL EMERGENCY SERVICES (Check one of the following)

F1.

- ☒ 1. HAVE BEEN DETERMINED NOT NECESSARY; or
- ☐ 2. THE FOLLOWING ARRANGEMENTS HAVE BEEN MADE (Specify):

F2.

G. EMERGENCY EQUIPMENT				
Check all boxes that apply to list emergency response equipment available at the facility and identify the location(s) where the equipment is kept and the equipment's capability, if applicable. (e.g., <input checked="" type="checkbox"/> CHEMICAL PROTECTIVE GLOVES Spill response kit One time use, Oil & solvent resistant only.)				
TYPE	EQUIPMENT AVAILABLE	LOCATION	CAPABILITY (If applicable)	
Safety and First Aid	1. <input checked="" type="checkbox"/> CHEMICAL PROTECTIVE SUITS, APRONS, OR VESTS	Paint Room	G2.	G3. multi-use
	2. <input checked="" type="checkbox"/> CHEMICAL PROTECTIVE GLOVES	Storage Room	G4.	G5. multi-use
	3. <input type="checkbox"/> CHEMICAL PROTECTIVE BOOTS		G6.	G7.
	4. <input checked="" type="checkbox"/> SAFETY GLASSES / GOGGLES / SHIELDS	Storage Room	G8.	G9. multi-use
	5. <input type="checkbox"/> HARD HATS		G10.	G11.
	6. <input checked="" type="checkbox"/> CARTRIDGE RESPIRATORS	Storage Room	G12.	G13. replaceable filters
	7. <input type="checkbox"/> SELF-CONTAINED BREATHING APPARATUS (SCBA)		G14.	G15.
	8. <input checked="" type="checkbox"/> FIRST AID KITS / STATIONS	All Work Areas, Break Room	G16.	G17.
	9. <input checked="" type="checkbox"/> PLUMBED EYEWASH FOUNTAIN / SHOWER	Paint Room, Paint Bay, Shop	G18.	G19. Permanent Fixture- Unlimited
	10. <input type="checkbox"/> PORTABLE EYEWASH KITS		G20.	G21.
	11. <input type="checkbox"/> OTHER		G22.	G23.
	12. <input type="checkbox"/> OTHER		G24.	G25.
Fire Fighting	13. <input checked="" type="checkbox"/> PORTABLE FIRE EXTINGUISHERS	All Work Areas	G26.	G27. use once then recharge
	14. <input checked="" type="checkbox"/> FIXED FIRE SYSTEMS / SPRINKLERS / FIRE HOSES	Ceiling of entire facility	G28.	G29.
	15. <input checked="" type="checkbox"/> FIRE ALARM BOXES OR STATIONS	as per Emergency Evacuation Floor Plan	G30.	G31.
	16. <input type="checkbox"/> OTHER		G32.	G33.
Spill Control and Clean-Up	17. <input checked="" type="checkbox"/> ALL-IN-ONE SPILL KIT	Yard, Paint Room	G34.	G35. Oil & Solvent Resistant
	18. <input checked="" type="checkbox"/> ABSORBENT MATERIAL	Yard, Paint Room	G36.	G37. Oil & Solvent Resistant
	19. <input checked="" type="checkbox"/> CONTAINER FOR USED ABSORBENT	Yard, Paint Room	G38.	G39.
	20. <input type="checkbox"/> BERMING / DIKING EQUIPMENT		G40.	G41.
	21. <input checked="" type="checkbox"/> BROOM	Yard, Paint Room, Shop	G42.	G43.
	22. <input checked="" type="checkbox"/> SHOVEL	Yard, Paint Room, Shop	G44.	G45.
	23. <input checked="" type="checkbox"/> SHOP VAC	Shop	G46.	G47.
	24. <input type="checkbox"/> EXHAUST HOOD		G48.	G49.
	25. <input type="checkbox"/> EMERGENCY SUMP / HOLDING TANK		G50.	G51.
	26. <input type="checkbox"/> CHEMICAL NEUTRALIZERS	Spill kits, paint room & yard	G52.	G53.
	27. <input type="checkbox"/> GAS CYLINDER LEAK REPAIR KIT		G54.	G55.
	28. <input checked="" type="checkbox"/> SPILL OVERPACK DRUMS	Yard, Paint Room	G56.	G57. Refillable
	29. <input type="checkbox"/> OTHER		G58.	G59.
Communications and Alarm Systems	30. <input checked="" type="checkbox"/> TELEPHONES (Includes cellular)	Office, Shop Supervisor & Administrator's Cell Phones	G60.	G61.
	31. <input type="checkbox"/> INTERCOM / PA SYSTEM		G62.	G63.
	32. <input checked="" type="checkbox"/> PORTABLE RADIOS	Administrators & Shop Supervisors	G64.	G65.
	33. <input type="checkbox"/> AUTOMATIC ALARM CHEMICAL MONITORING EQUIPMENT		G66.	G67.
Other	34. <input type="checkbox"/> OTHER		G68.	G69.
	35. <input type="checkbox"/> OTHER		G70.	G71.

H. EARTHQUAKE VULNERABILITY

Identify areas of the facility that are vulnerable to hazardous materials releases / spills due to earthquake-related motion. These areas require immediate isolation and inspection.

VULNERABLE AREAS: (Check all that apply) <input checked="" type="checkbox"/> 1. HAZARDOUS MATERIALS / WASTE STORAGE AREA <input type="checkbox"/> 2. PROCESS LINES / PIPING <input type="checkbox"/> 3. LABORATORY <input type="checkbox"/> 4. WASTE TREATMENT AREA	H1.	LOCATIONS (e.g., shop, outdoor shed, forensic lab)	
		PAINT ROOM, YARD	H2.
			H3.
			H4.
			H5.

Identify mechanical systems vulnerable to releases / spills due to earthquake-related motion. These systems require immediate isolation and inspection.

VULNERABLE SYSTEMS: (Check all that apply) <input type="checkbox"/> 1. SHELVES, CABINETS AND RACKS <input type="checkbox"/> 2. TANKS (EMERGENCY SHUTOFF) <input type="checkbox"/> 3. PORTABLE GAS CYLINDERS <input type="checkbox"/> 4. EMERGENCY SHUTOFF AND/OR UTILITY VALVES <input type="checkbox"/> 5. SPRINKLER SYSTEMS <input type="checkbox"/> 6. STATIONARY PRESSURIZED CONTAINERS (e.g., Propane dispensing tank)	H6.	LOCATIONS	
			H7.
			H8.
			H9.
			H10.
			H11.
			H12.

I. EMPLOYEE TRAINING

Explanation of Requirement: Employee training is required for all employees handling hazardous materials and hazardous wastes in day-to-day or clean-up operations including volunteers and/or contractors. Training must be:

- Provided within 6 months for new hires;
- Amended as necessary prior to change in process or work assignment;
- Given upon modification to the Emergency Response / Contingency Plan, and updated/refreshed annually for all employees.

Required content includes all of the following:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Material Safety Data Sheets; • Hazard communication related to health and safety; • Methods for safe handling of hazardous substances; • Fire hazards of materials / processes; • Conditions likely to worsen emergencies; • Coordination of emergency response; • Notification procedures; • Applicable laws and regulations; | <ul style="list-style-type: none"> • Communication and alarm systems; • Personal protective equipment; • Use of emergency response equipment (e.g. Fire extinguishers, respirators, etc.); • Decontamination procedures; • Evacuation procedures; • Control and containment procedures; • UST monitoring system equipment and procedures (if applicable). |
|---|--|

INDICATE HOW EMPLOYEE TRAINING PROGRAM IS ADMINISTERED (Check all that apply)

- ☐ 1. FORMAL CLASSROOM;
 ☒ 2. VIDEOS;
 ☒ 3. SAFETY / TAILGATE MEETINGS;
- ☒ 4. STUDY GUIDES / MANUALS (Specify): Safety Responsibility Documents in/ nowhere packet
- ☐ 5. OTHER (Specify): _____
- ☐ 6. NOT APPLICABLE BECAUSE FACILITY HAS NO EMPLOYEES

Large Quantity Generator (LQG) Training Records: Large quantity hazardous waste generators (i.e., who generate more than 270 gallons/1,000 kilograms of hazardous waste per month) must retain written documentation of employee hazardous waste management training sessions which includes:

- A written outline/agenda of the type and amount of both introductory and continuing training that will be given to persons filling each job position having responsibility for the management of hazardous waste (e.g., labeling, manifesting, compliance with accumulation time limits, etc.).
- The name, job title, and date of training for each hazardous waste management training session given to an employee filling such a job position; and
- A written job description for each of the above job positions that describes job duties and the skills, education, or other qualifications required of personnel assigned to the position.
- Current employee training records must be retained until closure of the facility.
- Former employee training records must be retained at least three years after termination of employment.

J. LIST OF ATTACHMENTS

(Check one of the following)

- ☒ 1. NO ATTACHMENTS ARE REQUIRED; or
☐ 2. THE FOLLOWING DOCUMENTS ARE ATTACHED:

K. SIGNATURE / CERTIFICATION

Certification: Based on my inquiry of those individuals responsible for obtaining the information, I certify under penalty of law that I have personally examined and am familiar with the information submitted and believe the information is true, accurate, and complete, and that a copy is available on site.

SIGNATURE OF OWNER/OPERATOR	DATE SIGNED	K1.
NAME OF SIGNER (print) Jeff Blunck	TITLE OF SIGNER Operations Manager	K2. K3.

Alameda County Department of Environmental Health

1131 Harbor Bay Parkway - Alameda, CA 94502 - (510) 567-6700

PERMIT TO OPERATE

Mail To

DT CARSON ENTERPRISES
Re: COMPLETE COACH WORKS
1863 SERVICE COURT
ACCOUNT PAYABLE
RIVERSIDE, CA 92507

Facility Name

COMPLETE COACH WORKS
2301 MONARCH ST
ALAMEDA, CA 94501

Permit Expires: 10/31/2015

Facility Owner Name DT CARSON ENTERPRISES

Facility ID FA0318774

Census Tract No C/T

Valid Dates 11/1/2014 - 10/31/2015

Date Printed 10/09/2014

Program Description

4403 HW GENERATOR 1-4 EMPLOYEES
4340 HMBP 6-10 TYPES HM, CATEGORY 1

Permit Number

PT0312965
PT0312964

IF THIS FACILITY IS CLOSING OR RELOCATING, PLEASE SEND A COPY OF OR FAX THIS PERMIT WITH THE NOTATION "CLOSING ON (Fill in Date: ____/____/____)" TO ACDEH CUPA AT (510) 337-9335 30 DAYS PRIOR TO CEASING ANY REGULATED ACTIVITIES.

By Authority of:

Ariu Lev, Director of Alameda County Department of Environmental Health

Permit to Operate is NOT TRANSFERABLE, NOT REFUNDABLE OR NO PRORATION

Permit may be revoked or suspended for:

- Non payments of fees
- Violations of the California Health and Safety Codes
- Imminent health hazards



THIS PERMIT MUST BE DISPLAYED CONSPICUOUSLY AT THE PERMITTED FACILITY
View Restaurant Inspection results at <http://ehgis.acgov.org>

THIS PERMIT IS THE PROPERTY OF THE ALAMEDA COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH AND SHALL NOT BE COPIED OR ALTERED IN ANY WAY



Hazardous Materials And Wastes Inventory Matrix Report

CERS Business/Org. Complete Coach Works Complete Coach Works 2301 MONARCH ST 24, ALAMEDA 94501		Chemical Location Paint Room		CERS ID 10188667 Facility ID Status Submitted on 12/1/2014 10:35 AM	
DOT Code/Fire Haz. Class DDOT: 6.1 - Toxic Substances Other Health Hazard, Irritant		Common Name 1,1,1-trichloroethane CAS No 71-55-6		Hazardous Components (For mixture only)	
Unit	Quantities	Annual Waste Amount	Federal Hazard Categories	Component Name	% Wt EHS CAS No.
Gallons	55	165	- Fire		
State	Storage Container	Waste Code	- Reactive		
Liquid	Steel Drum	Pressue	- Pressure		
Type		Ambient	Release		
Pure	Days on Site: 365	Temperature	- Acute Health		
		Ambient	- Chronic health		

Hazardous Materials And Wastes Inventory Matrix Report

CERS Business/Org.	Complete Coach Works	Chemical Location		CERS ID	10188667
Facility Name	Complete Coach Works	Yard, Shop		Facility ID	
	2301 MONARCH ST 24, ALAMEDA 94501			Status	Submitted on 12/1/2014 10:35 AM
		Hazardous Components (for mixture only)			
DOT Code/Fire Haz. Class	Common Name	Quantities		Annual Waste Amount	Federal Hazard Categories
		Max. Daily	Largest Cont.		
DOT: 3 - Flammable and Combustible Liquids	Diesel Fuel No. 2	200 Gallons	55	0	- Fire - Acute Health
	CAS No	Storage Container	Pressure		Waste Code
	68476-34-6	Steel Drum, Other			
Combustible Liquid, Class II		Type	Temperature		
		Pure	Days on Site: 365		

Hazardous Materials And Wastes Inventory Matrix Report

Chemical Location											
Yard											
CERS Business/Org.	Complete Coach Works		CERS ID	10188667							
Facility Name	Complete Coach Works		Facility ID								
2301 MONARCH ST 24, ALAMEDA 94501			Status	Submitted on 12/1/2014 10:35 AM							
			Hazardous Components (For mixture only)								
DOT Code/Fire Haz. Class			Unit	Quantities		Avg. Daily	Annual Waste Amount	Federal Hazard Categories	Component Name	% Wt	EHS CAS No.
DOT: 3 - Flammable and Combustible Liquids			Gallons	200	300	50	300	- Fire	VARIOUS LUBRICATING BASE OILS	85 %	6474X-XX-X
Combustible Liquid, Class III-B			State Liquid Type Mixture	Storage Container Aboveground Tank, Steel Drum		Pressue Ambient Temperature Ambient	Waste Code 221		ADDITIVE PACKAGE, INCLUDING ZINC ALKYLDITHIOPHOSPHATE	15 % 2 %	MIXTURE 68649-42-3
Ethylene Glycol			Gallons	600	150	55	600	- Acute Health - Chronic health			
Combustible Liquid, Class III-B, Irritant			State Liquid Type Pure	Storage Container Aboveground Tank		Pressue Ambient Temperature Ambient	Waste Code				
			CAS No 107-21-1								
				Days on Site: 365							



Health	2
Fire	1
Reactivity	0
Personal Protection	H

Material Safety Data Sheet

1,1,1-Trichloroethane MSDS

Section 1: Chemical Product and Company Identification

Product Name: 1,1,1-Trichloroethane

Catalog Codes:

CAS#: 71-55-6

RTECS: KJ2975000

TSCA: TSCA 8(b) inventory: 1,1,1-Trichloroethane

CI#: Not available.

Synonym:

Chemical Formula: CH₃CCl₃

Contact Information:

Sciencelab.com, Inc.

14025 Smith Rd.

Houston, Texas 77396

US Sales: 1-800-901-7247

International Sales: 1-281-441-4400

Order Online: ScienceLab.com

CHEMTREC (24HR Emergency Telephone), call:
1-800-424-9300

International CHEMTREC, call: 1-703-527-3887

For non-emergency assistance, call: 1-281-441-4400

Section 2: Composition and Information on Ingredients

Composition:

Name	CAS #	% by Weight
{1,1,1-}Trichloroethane	71-55-6	100

Toxicological Data on Ingredients: 1,1,1-Trichloroethane: ORAL (LD50): Acute: 9600 mg/kg [Rat]. 6000 mg/kg [Mouse]. DERMAL (LD50): Acute: 15800 mg/kg [Rabbit]. VAPOR (LC50): Acute: 18000 ppm 4 hour(s) [Rat].

Section 3: Hazards Identification

Potential Acute Health Effects:

Very hazardous in case of eye contact (irritant), of ingestion. Hazardous in case of skin contact (irritant, permeator), of inhalation. Inflammation of the eye is characterized by redness, watering, and itching.

Potential Chronic Health Effects:

CARCINOGENIC EFFECTS: Not available. MUTAGENIC EFFECTS: Not available. TERATOGENIC EFFECTS: Not available. DEVELOPMENTAL TOXICITY: Not available. The substance is toxic to lungs, the nervous system, liver, mucous membranes. Repeated or prolonged exposure to the substance can produce target organs damage.

Section 4: First Aid Measures

Eye Contact:

Check for and remove any contact lenses. Immediately flush eyes with running water for at least 15 minutes, keeping eyelids open. Cold water may be used. Do not use an eye ointment. Seek medical attention.

Skin Contact:

After contact with skin, wash immediately with plenty of water. Gently and thoroughly wash the contaminated skin with running water and non-abrasive soap. Be particularly careful to clean folds, crevices, creases and groin. Cover the irritated skin with an emollient. If irritation persists, seek medical attention. Wash contaminated clothing before reusing.

Serious Skin Contact:

Wash with a disinfectant soap and cover the contaminated skin with an anti-bacterial cream. Seek medical attention.

Inhalation: Allow the victim to rest in a well ventilated area. Seek immediate medical attention.

Serious Inhalation:

Evacuate the victim to a safe area as soon as possible. Loosen tight clothing such as a collar, tie, belt or waistband. If breathing is difficult, administer oxygen. If the victim is not breathing, perform mouth-to-mouth resuscitation. Seek medical attention.

Ingestion:

Do not induce vomiting. Loosen tight clothing such as a collar, tie, belt or waistband. If the victim is not breathing, perform mouth-to-mouth resuscitation. Seek immediate medical attention.

Serious Ingestion: Not available.

Section 5: Fire and Explosion Data

Flammability of the Product: May be combustible at high temperature.

Auto-Ignition Temperature: 537°C (998.6°F)

Flash Points: Not available.

Flammable Limits: LOWER: 7.5% UPPER: 12.5%

Products of Combustion: These products are carbon oxides (CO, CO₂), halogenated compounds.

Fire Hazards in Presence of Various Substances: Slightly flammable to flammable in presence of oxidizing materials, of acids, of alkalis.

Explosion Hazards in Presence of Various Substances:

Risks of explosion of the product in presence of mechanical impact: Not available. Risks of explosion of the product in presence of static discharge: Not available. Slightly explosive to explosive in presence of oxidizing materials, of acids, of alkalis.

Fire Fighting Media and Instructions:

SMALL FIRE: Use DRY chemical powder. LARGE FIRE: Use water spray, fog or foam. Do not use water jet.

Special Remarks on Fire Hazards: Not available.

Special Remarks on Explosion Hazards: Not available.

Section 6: Accidental Release Measures

Small Spill: Absorb with an inert material and put the spilled material in an appropriate waste disposal.

Large Spill:

Absorb with an inert material and put the spilled material in an appropriate waste disposal. Be careful that the product is not present at a concentration level above TLV. Check TLV on the MSDS and with local authorities.

Section 7: Handling and Storage

Precautions:

Keep away from heat. Keep away from sources of ignition. Empty containers pose a fire risk, evaporate the residue under a fume hood. Ground all equipment containing material. Do not ingest. Do not breathe gas/fumes/ vapour/spray. In case of insufficient ventilation, wear suitable respiratory equipment. If ingested, seek medical advice immediately and show the container or the label. Avoid contact with skin and eyes

Storage:

Keep container dry. Keep in a cool place. Ground all equipment containing material. Keep container tightly closed. Keep in a cool, well-ventilated place. Combustible materials should be stored away from extreme heat and away from strong oxidizing agents.

Section 8: Exposure Controls/Personal Protection

Engineering Controls:

Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value. Ensure that eyewash stations and safety showers are proximal to the work-station location.

Personal Protection:

Splash goggles. Lab coat. Vapor respirator. Be sure to use an approved/certified respirator or equivalent. Gloves.

Personal Protection In Case of a Large Spill:

Splash goggles. Full suit. Vapor respirator. Boots. Gloves. A self contained breathing apparatus should be used to avoid inhalation of the product. Suggested protective clothing might not be sufficient; consult a specialist BEFORE handling this product.

Exposure Limits:

TWA: 350 STEL: 440 CEIL: 440 (ppm) from ACGIH (TLV) [1995] TWA: 1900 STEL: 2460 CEIL: 2380 (mg/m³) from ACGIH [1995] Consult local authorities for acceptable exposure limits.

Section 9: Physical and Chemical Properties

Physical state and appearance: Liquid.

Odor: Not available.

Taste: Not available.

Molecular Weight: 133.41 g/mole

Color: Not available.

pH (1% soln/water): Not available.

Boiling Point: 74.1°C (165.4°F)

Melting Point: -32.5°C (-26.5°F)

Critical Temperature: Not available.

Specific Gravity: 1.3376 (Water = 1)

Vapor Pressure: 100 mm of Hg (@ 20°C)

Vapor Density: 4.6 (Air = 1)

Volatility: Not available.

Odor Threshold: 400 ppm

Water/Oil Dist. Coeff.: The product is equally soluble in oil and water; log(oil/water) = 0

Ionicity (In Water): Not available.

Dispersion Properties: Not available.

Solubility: Very slightly soluble in cold water.

Section 10: Stability and Reactivity Data

Stability: The product is stable.

Instability Temperature: Not available.

Conditions of Instability: Not available.

Incompatibility with various substances: Not available.

Corrosivity: Non-corrosive in presence of glass.

Special Remarks on Reactivity: Not available.

Special Remarks on Corrosivity: Not available.

Polymerization: No.

Section 11: Toxicological Information

Routes of Entry: Dermal contact. Eye contact. Inhalation. Ingestion.

Toxicity to Animals:

WARNING: THE LC50 VALUES HEREUNDER ARE ESTIMATED ON THE BASIS OF A 4-HOUR EXPOSURE. Acute oral toxicity (LD50): 6000 mg/kg [Mouse]. Acute dermal toxicity (LD50): 15800 mg/kg [Rabbit]. Acute toxicity of the vapor (LC50): 18000 ppm 4 hour(s) [Rat].

Chronic Effects on Humans: The substance is toxic to lungs, the nervous system, liver, mucous membranes.

Other Toxic Effects on Humans:

Very hazardous in case of ingestion. Hazardous in case of skin contact (irritant, permeator), of inhalation.

Special Remarks on Toxicity to Animals: Not available.

Special Remarks on Chronic Effects on Humans: Detected in maternal milk in human.

Special Remarks on other Toxic Effects on Humans: Not available.

Section 12: Ecological Information

Ecotoxicity: Not available.

BOD5 and COD: Not available.

Products of Biodegradation:

Possibly hazardous short term degradation products are not likely. However, long term degradation products may arise.

Toxicity of the Products of Biodegradation: The products of degradation are more toxic.

Special Remarks on the Products of Biodegradation: Not available.

Section 13: Disposal Considerations

Waste Disposal:

Section 14: Transport Information

DOT Classification: CLASS 6.1: Poisonous material.

Identification : 1,1,1-Trichloroethane : UN2831 PG: III

Special Provisions for Transport: Not available.

Section 15: Other Regulatory Information

Federal and State Regulations:

Pennsylvania RTK: 1,1,1-Trichloroethane Massachusetts RTK: 1,1,1-Trichloroethane TSCA 8(b) inventory: 1,1,1-Trichloroethane SARA 313 toxic chemical notification and release reporting: 1,1,1-Trichloroethane CERCLA: Hazardous substances.: 1,1,1-Trichloroethane

Other Regulations: OSHA: Hazardous by definition of Hazard Communication Standard (29 CFR 1910.1200).

Other Classifications:

WHMIS (Canada): CLASS D-1B: Material causing immediate and serious toxic effects (TOXIC).

DSCL (EEC):

R38- Irritating to skin. R41- Risk of serious damage to eyes.

HMIS (U.S.A.):

Health Hazard: 2

Fire Hazard: 1

Reactivity: 0

Personal Protection: h

National Fire Protection Association (U.S.A.):

Health: 2

Flammability: 1

Reactivity: 0

Specific hazard:

Protective Equipment:

Gloves. Lab coat. Vapor respirator. Be sure to use an approved/certified respirator or equivalent. Wear appropriate respirator when ventilation is inadequate. Splash goggles.

Section 16: Other Information

References: Not available.

Other Special Considerations: Not available.

Created: 10/10/2005 08:31 PM

Last Updated: 05/21/2013 12:00 PM

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Material Safety Data Sheet



SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

Delo® 400 Multigrade SAE 15W-40

Product Use: Engine Oil
Product Number(s): CPS235101
Company Identification
Chevron Products Company
a division of Chevron U.S.A. Inc.
6001 Bollinger Canyon Rd.
San Ramon, CA 94583
United States of America
www.chevronlubricants.com

Transportation Emergency Response

CHEMTREC: (800) 424-9300 or (703) 527-3887

Health Emergency

Chevron Emergency Information Center: Located in the USA. International collect calls accepted. (800) 231-0623 or (510) 231-0623

Product Information

email : lubemsds@chevron.com
Product Information: (800) LUBE TEK

SECTION 2 COMPOSITION/ INFORMATION ON INGREDIENTS

COMPONENTS	CAS NUMBER	AMOUNT
Highly refined mineral oil (C15 - C50)	Mixture	70 - 99 %weight
Zinc dialkyldithiophosphate	68649-42-3	1 - 5 %weight

SECTION 3 HAZARDS IDENTIFICATION

IMMEDIATE HEALTH EFFECTS

Eye: Not expected to cause prolonged or significant eye irritation.

Skin: Contact with the skin is not expected to cause prolonged or significant irritation. Contact with the skin is not expected to cause an allergic skin response. Not expected to be harmful to internal organs if absorbed through the skin.

Ingestion: Not expected to be harmful if swallowed.

Inhalation: Not expected to be harmful if inhaled. Contains a petroleum-based mineral oil. May cause respiratory irritation or other pulmonary effects following prolonged or repeated inhalation of oil mist at airborne levels above the recommended mineral oil mist exposure limit. Symptoms of respiratory irritation may include coughing and difficulty breathing.

SECTION 4 FIRST AID MEASURES

Eye: No specific first aid measures are required. As a precaution, remove contact lenses, if worn, and flush eyes with water.

Skin: No specific first aid measures are required. As a precaution, remove clothing and shoes if contaminated. To remove the material from skin, use soap and water. Discard contaminated clothing and shoes or thoroughly clean before reuse.

Ingestion: No specific first aid measures are required. Do not induce vomiting. As a precaution, get medical advice.

Inhalation: No specific first aid measures are required. If exposed to excessive levels of material in the air, move the exposed person to fresh air. Get medical attention if coughing or respiratory discomfort occurs.

SECTION 5 FIRE FIGHTING MEASURES

FIRE CLASSIFICATION:

OSHA Classification (29 CFR 1910.1200): Not classified by OSHA as flammable or combustible.

NFPA RATINGS: Health: 0 Flammability: 1 Reactivity: 0

FLAMMABLE PROPERTIES:

Flashpoint: (ASTM D92) 204 °C (399 °F) Minimum

Autoignition: No data available

Flammability (Explosive) Limits (% by volume in air): Lower: Not Applicable Upper: Not Applicable

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish flames.

PROTECTION OF FIRE FIGHTERS:

Fire Fighting Instructions: This material will burn although it is not easily ignited. For fires involving this material, do not enter any enclosed or confined fire space without proper protective equipment, including self-contained breathing apparatus.

Combustion Products: Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and unidentified organic compounds will be evolved when this material undergoes combustion.

SECTION 6 ACCIDENTAL RELEASE MEASURES

Protective Measures: Eliminate all sources of ignition in vicinity of spilled material.

Spill Management: Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.

Reporting: Report spills to local authorities and/or the U.S. Coast Guard's National Response Center at (800) 424-8802 as appropriate or required.

SECTION 7 HANDLING AND STORAGE

Precautionary Measures: Keep out of the reach of children.

General Handling Information: Avoid contaminating soil or releasing this material into sewage and drainage systems and bodies of water.

Static Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this

material. To minimize this hazard, bonding and grounding may be necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. For more information, refer to OSHA Standard 29 CFR 1910.106, 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, 'Recommended Practice on Static Electricity', and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

Container Warnings: Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

SECTION 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

GENERAL CONSIDERATIONS:

Consider the potential hazards of this material (see Section 3), applicable exposure limits, job activities, and other substances in the work place when designing engineering controls and selecting personal protective equipment. If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

ENGINEERING CONTROLS:

Use in a well-ventilated area.

PERSONAL PROTECTIVE EQUIPMENT

Eye/Face Protection: No special eye protection is normally required. Where splashing is possible, wear safety glasses with side shields as a good safety practice.

Skin Protection: No special protective clothing is normally required. Where splashing is possible, select protective clothing depending on operations conducted, physical requirements and other substances in the workplace. Suggested materials for protective gloves include: 4H (PE/EVAL), Nitrile Rubber, Silver Shield, Viton.

Respiratory Protection: No respiratory protection is normally required.

If user operations generate an oil mist, determine if airborne concentrations are below the occupational exposure limit for mineral oil mist. If not, wear an approved respirator that provides adequate protection from the measured concentrations of this material. For air-purifying respirators use a particulate cartridge. Use a positive pressure air-supplying respirator in circumstances where air-purifying respirators may not provide adequate protection.

Occupational Exposure Limits:

Component	Agency	TWA	STEL	Ceiling	Notation
Highly refined mineral oil (C15 - C50)	ACGIH	5 mg/m3	10 mg/m3	--	--
Highly refined mineral oil (C15 - C50)	OSHA Z-1	5 mg/m3	--	--	--

Consult local authorities for appropriate values.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

Attention: the data below are typical values and do not constitute a specification.

Color: Amber
Physical State: Liquid
Odor: Petroleum odor
pH: Not Applicable
Vapor Pressure: <0.01 mmHg Maximum @ 37.8 °C (100 °F)
Vapor Density (Air = 1): >1 Minimum
Boiling Point: >315°C (599°F)
Solubility: Soluble in hydrocarbons; insoluble in water
Freezing Point: Not Applicable
Melting Point: Not Applicable
Density: 0.88 kg/l @ 15°C (59°F) (Typical)
Viscosity: 14.95 mm²/s @ 100°C (212°F) Minimum

SECTION 10 STABILITY AND REACTIVITY

Chemical Stability: This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.

Incompatibility With Other Materials: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.

Hazardous Decomposition Products: None known (None expected)

Hazardous Polymerization: Hazardous polymerization will not occur.

SECTION 11 TOXICOLOGICAL INFORMATION

IMMEDIATE HEALTH EFFECTS

Eye Irritation: The eye irritation hazard is based on evaluation of data for similar materials or product components.

Skin Irritation: The skin irritation hazard is based on evaluation of data for similar materials or product components.

Skin Sensitization: The skin sensitization hazard is based on evaluation of data for similar materials or product components.

Acute Dermal Toxicity: The acute dermal toxicity hazard is based on evaluation of data for similar materials or product components.

Acute Oral Toxicity: The acute oral toxicity hazard is based on evaluation of data for similar materials or product components.

Acute Inhalation Toxicity: The acute inhalation toxicity hazard is based on evaluation of data for similar materials or product components.

ADDITIONAL TOXICOLOGY INFORMATION:

This product contains petroleum base oils which may be refined by various processes including severe solvent extraction, severe hydrocracking, or severe hydrotreating. None of the oils requires a cancer warning under the OSHA Hazard Communication Standard (29 CFR 1910.1200). These oils have not been listed in the National Toxicology Program (NTP) Annual Report nor have they been classified by the International Agency for Research on Cancer (IARC) as; carcinogenic to humans (Group 1), probably carcinogenic to humans (Group 2A), or possibly carcinogenic to humans (Group 2B). These oils have not been classified by the American Conference of Governmental Industrial Hygienists (ACGIH) as: confirmed human carcinogen (A1), suspected human carcinogen (A2), or confirmed animal carcinogen with unknown relevance to humans (A3). During use in engines, contamination of oil with low levels of cancer-causing combustion products occurs. Used motor oils have been shown to cause skin cancer in mice following repeated application and continuous exposure. Brief or intermittent skin contact with used motor oil is not expected to have serious effects in humans if the oil is thoroughly removed by washing with soap and water.

SECTION 12 ECOLOGICAL INFORMATION

ECOTOXICITY

This material is not expected to be harmful to aquatic organisms. The ecotoxicity hazard is based on an evaluation of data for the components or a similar material.

ENVIRONMENTAL FATE

Ready Biodegradability: This material is not expected to be readily biodegradable. The biodegradability of this material is based on an evaluation of data for the components or a similar material.

SECTION 13 DISPOSAL CONSIDERATIONS

Use material for its intended purpose or recycle if possible. Oil collection services are available for used oil recycling or disposal. Place contaminated materials in containers and dispose of in a manner consistent with applicable regulations. Contact your sales representative or local environmental or health authorities for approved disposal or recycling methods.

SECTION 14 TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

DOT Shipping Description: PETROLEUM LUBRICATING OIL, NOT REGULATED AS A HAZARDOUS MATERIAL FOR TRANSPORTATION UNDER 49 CFR

IMO/IMDG Shipping Description: PETROLEUM LUBRICATING OIL; NOT REGULATED AS DANGEROUS GOODS FOR TRANSPORT UNDER THE IMDG CODE

ICAO/IATA Shipping Description: PETROLEUM LUBRICATING OIL; NOT REGULATED AS DANGEROUS GOODS FOR TRANSPORT UNDER ICAO TI OR IATA DGR

SECTION 15 REGULATORY INFORMATION

EPCRA 311/312 CATEGORIES:

- | | |
|---------------------------------------|----|
| 1. Immediate (Acute) Health Effects: | NO |
| 2. Delayed (Chronic) Health Effects: | NO |
| 3. Fire Hazard: | NO |
| 4. Sudden Release of Pressure Hazard: | NO |
| 5. Reactivity Hazard: | NO |

REGULATORY LISTS SEARCHED:

01-1=IARC Group 1	03=EPCRA 313
01-2A=IARC Group 2A	04=CA Proposition 65
01-2B=IARC Group 2B	05=MA RTK
02=NTP Carcinogen	06=NJ RTK
	07=PA RTK

The following components of this material are found on the regulatory lists indicated.
Zinc dialkyldithiophosphate 03, 06

CHEMICAL INVENTORIES:

All components comply with the following chemical inventory requirements: AICS (Australia), DSL (Canada), EINECS (European Union), IECSC (China), KECI (Korea), PICCS (Philippines), TSCA (United States).

One or more components does not comply with the following chemical inventory requirements: ENCS (Japan).

NEW JERSEY RTK CLASSIFICATION:

Under the New Jersey Right-to-Know Act L. 1983 Chapter 315 N.J.S.A. 34:5A-1 et. seq., the product is to be identified as follows: PETROLEUM OIL (Motor oil)

WHMIS CLASSIFICATION:

This product is not considered a controlled product according to the criteria of the Canadian Controlled Products Regulations.

SECTION 16 OTHER INFORMATION

NFPA RATINGS: Health: 0 Flammability: 1 Reactivity: 0

HMIS RATINGS: Health: 1 Flammability: 1 Reactivity: 0

(0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE:- Personal Protection Equipment Index recommendation, *- Chronic Effect Indicator). These values are obtained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

LABEL RECOMMENDATION:

Label Category : ENGINE OIL 1 - ENG1

REVISION STATEMENT: This revision updates the following sections of this Material Safety Data Sheet:
1-16

Revision Date: APRIL 30, 2012

ABBREVIATIONS THAT MAY HAVE BEEN USED IN THIS DOCUMENT:

TLV - Threshold Limit Value	TWA - Time Weighted Average
STEL - Short-term Exposure Limit	PEL - Permissible Exposure Limit
	CAS - Chemical Abstract Service Number
ACGIH - American Conference of Governmental Industrial Hygienists	IMO/IMDG - International Maritime Dangerous Goods Code
API - American Petroleum Institute	MSDS - Material Safety Data Sheet
CVX - Chevron	NFPA - National Fire Protection Association (USA)
DOT - Department of Transportation (USA)	NTP - National Toxicology Program (USA)
IARC - International Agency for Research on Cancer	OSHA - Occupational Safety and Health Administration

Prepared according to the OSHA Hazard Communication Standard (29 CFR 1910.1200) and the ANSI MSDS Standard (Z400.1) by the Chevron Energy Technology Company, 100 Chevron Way, Richmond, California 94802.

The above information is based on the data of which we are aware and is believed to be correct

as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.

Material Safety Data Sheet



1. Product and company identification

Product name DIESEL FUEL NO. 2

MSDS # 11155

Code 11155

Product use Fuel.

Synonyms Ultra Low Sulfur No. 2 Amoco Premier Diesel Fuel, Ultra Low Sulfur No. 2 Amoco Premier Diesel Fuel – Winterized, Ultra Low Sulfur No. 2 BP Supreme Diesel, Low Sulfur No. 2 BP Diesel Fuel, Ultra Low Sulfur No. 2 BP Diesel Fuel, Ultra Low Sulfur No. 2 BP Diesel Fuel – Winterized

Supplier BP Products North America Inc.
150 West Warrenville Road
Naperville, Illinois 60563-8460
USA

EMERGENCY HEALTH INFORMATION: 1 (800) 447-8735
Outside the US: +1 703-527-3887 (CHEMTREC)

EMERGENCY SPILL INFORMATION: 1 (800) 424-9300 CHEMTREC (USA)

OTHER PRODUCT INFORMATION 1 (866) 4 BP - MSDS
(866-427-6737 Toll Free - North America)
email: bpcares@bp.com

2. Hazards identification

Physical state Liquid.

Color Colorless. to Various Colors. (May be dyed Red., Light Green. ,Yellow.)

Emergency overview WARNING !
COMBUSTIBLE LIQUID AND VAPOR.
VAPOR MAY CAUSE FLASH FIRE.
HARMFUL IF SWALLOWED.
ASPIRATION HAZARD.
HARMFUL OR FATAL IF LIQUID IS ASPIRATED INTO LUNGS.
MAY CAUSE RESPIRATORY TRACT IRRITATION.
INHALATION CAUSES HEADACHES, DIZZINESS, DROWSINESS, AND NAUSEA, AND MAY LEAD TO UNCONSCIOUSNESS.

Combustible liquid. Harmful if swallowed. Aspiration hazard if swallowed. Can enter lungs and cause damage. Keep away from heat, sparks and flame. Avoid exposure - obtain special instructions before use. Do not breathe vapor or mist. Do not ingest. If ingested, do not induce vomiting. Avoid contact with eyes, skin and clothing. Contains material which may cause cancer, based on animal data. Risk of cancer depends on duration and level of exposure. Use only with adequate ventilation. Keep container tightly closed and sealed until ready for use. Wash thoroughly after handling.

Routes of entry Dermal contact. Eye contact. Inhalation. Ingestion.

Potential health effects

Eyes Slightly irritating to the eyes.

Skin Prolonged or repeated contact can defat the skin and lead to irritation and/or dermatitis.

Inhalation May cause respiratory tract irritation. Inhalation causes headaches, dizziness, drowsiness and nausea and may lead to unconsciousness. See toxicological information (section 11).

Product name DIESEL FUEL NO. 2

Product code 11155

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(ENGLISH)

Ingestion

Harmful if swallowed. Aspiration hazard if swallowed. Can enter lungs and cause damage. See toxicological information (section 11).

See toxicological information (section 11)

3. Composition/information on ingredients

Ingredient name	CAS #	%
Petroleum distillates (Diesel Fuel No. 2)	68476-34-6	95 - 100
Contains one or more of the following biodiesels:	Varies	0 - 5
soybean oil, me ester	67784-80-9	.
Fatty acids, sunflower-oil, Me esters	68919-54-0	.
Fatty acids methyl esters	67762-38-3	.
Fatty acids, vegetable-oil, Methyl esters	68990-52-3	.
rape oil, me ester	73891-99-3	.
Fatty acids, canola-oil, Me esters	129828-16-6	.
fatty acids, tallow, me esters	61788-61-2	.
Contains:		
Naphthalene	91-20-3	1 - 3
May also contain small quantities of proprietary performance additives.		

4. First aid measures

Eye contact	In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Get medical attention.
Skin contact	Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Wash clothing before reuse. Clean shoes thoroughly before reuse. Get medical attention if irritation develops.
Inhalation	If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention immediately.
Ingestion	Aspiration hazard if swallowed. Can enter lungs and cause damage. Do not induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention immediately.

5. Fire-fighting measures

Flammability of the product	Combustible liquid.
Auto-ignition temperature	257°C (494°F)
Flash point	Closed cup: >38°C (>100.4°F) [Pensky-Martens.]
Explosion limits	Lower: 0.6% Upper: 7.5%
Fire/explosion hazards	Combustible liquid and vapor. Vapor may cause flash fire. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. Runoff to sewer may create fire or explosion hazard.
Unusual fire/explosion hazards	Explosive in the presence of the following materials or conditions: open flames, sparks and static discharge and heat.
Extinguishing media	
Suitable	In case of fire, use water fog, foam, dry chemicals, or carbon dioxide.
Not suitable	Do not use water jet.
Fire-fighting procedures	Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.
Hazardous combustion products	Combustion products may include the following: carbon oxides (CO, CO ₂) (carbon monoxide, carbon dioxide)
Protective clothing (fire)	

Product name DIESEL FUEL NO. 2

Product code 11155

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Version 2 Date of issue 07/20/2010.

Format US-COMP

Language ENGLISH.

(US-COMP)

(ENGLISH)

Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Special remarks on fire hazards

Do not use water jet.

6. Accidental release measures

Environmental precautions

Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Personal protection in case of a large spill

Chemical splash goggles. Chemical-resistant protective suit. Boots. Chemical-resistant gloves. Self-contained breathing apparatus (SCBA) should be used to avoid inhalation of the product. Suggested protective clothing might not be adequate. Consult a specialist before handling this product. CAUTION: The protection provided by air-purifying respirators is limited. Use a positive pressure air-supplied respirator if there is any potential for an uncontrolled release, if exposure levels are not known, or if concentrations exceed the protection limits of air-purifying respirator.

Methods for cleaning up

Large spill

Stop leak if without risk. Eliminate all ignition sources. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see section 13). Use spark-proof tools and explosion-proof equipment. Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see section 1 for emergency contact information and section 13 for waste disposal.

Small spill

Stop leak if without risk. Eliminate all ignition sources. Move containers from spill area. Absorb with an inert material and place in an appropriate waste disposal container. Use spark-proof tools and explosion-proof equipment. Dispose of via a licensed waste disposal contractor.

7. Handling and storage

Handling

Do not ingest. Never siphon by mouth. If ingested, do not induce vomiting. Put on appropriate personal protective equipment (see section 8). Workers should wash hands and face before eating, drinking and smoking. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use non-sparking tools. Take precautionary measures against electrostatic discharges. To avoid fire or explosion, dissipate static electricity during transfer by grounding and bonding containers and equipment before transferring material.

Storage

Store in accordance with local regulations. Store in a segregated and approved area. Store away from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see section 10). Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

8. Exposure controls/personal protection

Occupational exposure limits

Ingredient name

Occupational exposure limits

Petroleum distillates

ACGIH TLV (United States). Absorbed through skin.

TWA: 100 mg/m³, (measured as total hydrocarbons) 8 hour(s). Issued/Revised: 1/2002 Form: Total hydrocarbons

Naphthalene

ACGIH TLV (United States).

STEL: 79 mg/m³ 15 minute(s). Issued/Revised: 5/1996

STEL: 15 ppm 15 minute(s). Issued/Revised: 5/1996

TWA: 52 mg/m³ 8 hour(s). Issued/Revised: 5/1996

TWA: 10 ppm 8 hour(s). Issued/Revised: 5/1996

OSHA PEL (United States).

TWA: 50 mg/m³ 8 hour(s). Issued/Revised: 6/1993

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While specific OELs for certain components may be shown in this section, other components may be present in any mist, vapor or dust produced. Therefore, the specific OELs may not be applicable to the product as a whole and are provided for guidance only.

Some states may enforce more stringent exposure limits.

Control Measures	Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.
Hygiene measures	Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing.
Personal protection	
Eyes	Avoid contact with eyes. Safety glasses with side shields.
Skin and body	Avoid contact with skin and clothing. Wear suitable protective clothing.
Respiratory	Use only with adequate ventilation. Do not breathe vapor or mist. If ventilation is inadequate, use a NIOSH-certified respirator with an organic vapor cartridge and P95 particulate filter. CAUTION: The protection provided by air-purifying respirators is limited. Use a positive pressure air-supplied respirator if there is any potential for an uncontrolled release, if exposure levels are not known, or if concentrations exceed the protection limits of air-purifying respirator.
Hands	Wear gloves that cannot be penetrated by chemicals or oil. The correct choice of protective gloves depends upon the chemicals being handled, the conditions of work and use, and the condition of the gloves (even the best chemically resistant glove will break down after repeated chemical exposures). Most gloves provide only a short time of protection before they must be discarded and replaced. Because specific work environments and material handling practices vary, safety procedures should be developed for each intended application. Gloves should therefore be chosen in consultation with the supplier/manufacturer and with a full assessment of the working conditions. Consult your supervisor or Standard Operating Procedure (S.O.P) for special handling instructions.

9. Physical and chemical properties

Physical state	Liquid.
Color	Colorless. to Various Colors. (May be dyed Red., Light Green. ,Yellow.)
Odor	Petroleum
Flash point	Closed cup: >38°C (>100.4°F) [Pensky-Martens.]
Explosion limits	Lower: 0.6% Upper: 7.5%
Auto-ignition temperature	257°C (494°F)
Specific gravity	<1 [Water = 1]
Density	820 to 875 kg/m ³ (0.82 to 0.875 g/cm ³)
Viscosity	Kinematic: 1.7 to 4.1 mm ² /s (1.7 to 4.1 cSt) at 40°C
Solubility	negligible <0.1%

10. Stability and reactivity

Stability and reactivity	Stable under recommended storage and handling conditions (see section 7).
Possibility of hazardous reactions	Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	Keep away from heat, sparks and flame. Avoid all possible sources of ignition (spark or flame).
Incompatibility with various substances	Reactive or incompatible with the following materials: oxidizing materials, acids and alkalis. halogenated compounds.

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Hazardous decomposition products

carbon oxides (CO, CO₂) (carbon monoxide, carbon dioxide)

Hazardous polymerization

Under normal conditions of storage and use, hazardous polymerization will not occur.

11. Toxicological information

Acute toxicity

Classification

Product/ingredient name	IARC	NTP	OSHA
Naphthalene	2B	Possible	-
fuel, diesel no. 2	3	-	-

IARC :

2B - Possible carcinogen to human.

3 - Not classifiable as a human carcinogen.

NTP :

Possible - Reasonably anticipated to be human carcinogens.

Other Toxicity Data

Aspiration of this product into the lungs can cause chemical pneumonia and can be fatal. Aspiration into the lungs can occur while vomiting after ingestion of this product. Do not siphon by mouth.

Middle distillate: From skin-painting studies of petroleum distillates of similar composition and distillate range, it has been shown that these types of materials often possess weak carcinogenic activity in laboratory animals. In these tests, the material is painted on the shaved backs of mice twice a week for their lifetime. The material is not washed off between applications. Therefore, there may be a potential risk of skin cancer from prolonged or repeated skin contact with this product in the absence of good personal hygiene. This particular product has not been tested for carcinogenic activity, but we have chosen to be cautious in light of the findings with other distillate streams.

Occasional skin contact with this product is not expected to have serious effects, but good personal hygiene should be practiced and repeated skin contact avoided. This product can also be expected to produce skin irritation upon prolonged or repeated skin contact. Personal hygiene measures taken to prevent skin irritation are expected to be adequate to prevent risk of skin cancer.

Diesel exhaust particulates have been classified by the National Toxicological Program (NTP) to be a reasonably anticipated human carcinogen. Exposure should be minimized to reduce potential risk.

Naphthalene has been reported to cause developmental toxicity in mice after oral exposure to relatively high dose levels, but developmental toxicity was not observed in NTP (National Toxicology Program) sponsored studies in rats and rabbits. Ingestion or inhalation of naphthalene can result in hemolysis and other blood abnormalities, and individuals (and infants) deficient in glucose-6-phosphate dehydrogenase may be especially susceptible to these effects. Inhalation of naphthalene may cause headache and nausea. Airborne exposure can result in eye irritation. Naphthalene exposure has been associated with cataracts in animals and humans.

Other information

Potential chronic health effects

Carcinogenicity

Contains material which may cause cancer, based on animal data. Risk of cancer depends on duration and level of exposure.

12. Ecological information

Ecotoxicity

No testing has been performed by the manufacturer.

Mobility

Spillages may penetrate the soil causing ground water contamination.

Bioaccumulative potential

This product is not expected to bioaccumulate through food chains in the environment.

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13. Disposal considerations

Waste information

The generation of waste should be avoided or minimized wherever possible. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe way. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

NOTE: The generator of waste has the responsibility for proper waste identification (based on characteristic(s) or listing), transportation and disposal

14. Transport information

International transport regulations

Regulatory Information	UN number	Proper shipping name	Class	Packing group	Additional information
DOT Classification	NA 1993	Diesel fuel	3	III	-
TDG Classification	UN 1202	Gas oil	3	III	-
IMDG Classification	UN 1202	Gas oil	3	III	Remarks Marine pollutant
IATA/ICAO Classification	UN 1202	Gas oil	3	III	Remarks Environmentally hazardous substance mark.

15. Regulatory information

U.S. Federal Regulations

United States Inventory
(TSCA 8b)

All components are listed or exempted.

TSCA 12(b) one-time export: Naphthalene

SARA 302/304/311/312 extremely hazardous substances: No products were found.

SARA 302/304 emergency planning and notification: No products were found.

SARA 302/304/311/312 hazardous chemicals: Naphthalene

SARA 311/312 MSDS distribution - chemical inventory - hazard identification: DIESEL FUEL
NO. 2: Fire hazard, Immediate (acute) health hazard, Delayed (chronic) health hazard

SARA 313

	Product name	CAS number	Concentration
Form R - Reporting requirements	Naphthalene	91-20-3	1.0035 - 3.0111
Supplier notification	Naphthalene	91-20-3	1.0035 - 3.0111
CERCLA Sections 102a/103 Hazardous Substances (40 CFR Part 302.4):	CERCLA: Hazardous substances.: o-Xylene: 1000 lbs. (454 kg); Naphthalene: 100 lbs. (45.4 kg); benzo[def]chrysene: 1 lb. (0.454 kg); Ethylbenzene: 1000 lbs. (454 kg); xylene: 100 lbs. (45.4 kg); Cumene: 5000 lbs. (2270 kg); Phenol: 1000 lbs. (454 kg); Benzene: 10 lbs. (4.54 kg); Alkylaryl sulfonic acid: 1000 lbs. (454 kg); Toluene: 1000 lbs. (454 kg); Methanol: 5000 lbs. (2270 kg); 2-Butoxyethanol;		

State regulations

Product name	DIESEL FUEL NO. 2	Product code	11155	Page: 6/8
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Massachusetts
Substances
New Jersey Hazardous
Substances
Pennsylvania RTK
Hazardous Substances
California Prop. 65

The following components are listed: NAPHTHALENE

The following components are listed: DIESEL FUEL; # 2 HEATING OIL; NAPHTHALENE; MOTH
FLAKES

The following components are listed: NAPHTHALENE

WARNING: This product contains a chemical known to the State of California to cause cancer.
Naphthalene; Ethylbenzene; benzo[def]chrysene

WARNING: This product contains a chemical known to the State of California to cause birth
defects or other reproductive harm.
Toluene

WARNING: This product contains a chemical known to the State of California to cause cancer and
birth defects or other reproductive harm.
Benzene

Prop 65 chemicals will result under certain conditions from the use of this material. For example,
burning fuels produces combustion products including diesel exhaust, a Prop 65 carcinogen, and
carbon monoxide, a Prop 65 reproductive toxin.

Inventories

Canada Inventory	Not determined.
Europe Inventory	At least one component is not listed.
Australia Inventory (AICS)	At least one component is not listed.
China Inventory (IECSC)	Not determined.
Japan Inventory (ENCS)	At least one component is not listed.
Korea Inventory (KECI)	At least one component is not listed.
Philippines Inventory (PICCS)	At least one component is not listed.

16. Other information

Label requirements

WARNING !

COMBUSTIBLE LIQUID AND VAPOR.
VAPOR MAY CAUSE FLASH FIRE.
HARMFUL IF SWALLOWED.
ASPIRATION HAZARD.
HARMFUL OR FATAL IF LIQUID IS ASPIRATED INTO LUNGS.
MAY CAUSE RESPIRATORY TRACT IRRITATION.
INHALATION CAUSES HEADACHES, DIZZINESS, DROWSINESS, AND NAUSEA, AND MAY
LEAD TO UNCONSCIOUSNESS.

HMIS® Rating :

Health * 1
Flammability 2
Physical 0
Hazard
Personal protection X

National Fire
Protection
Association (U.S.A.)

Health  Fire hazard
Instability
Specific hazard

History

Date of issue	07/20/2010.
Date of previous issue	07/20/2010.
Prepared by	Product Stewardship
Notice to reader	

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All reasonably practicable steps have been taken to ensure this data sheet and the health, safety and environmental information contained in it is accurate as of the date specified below. No warranty or representation, express or implied is made as to the accuracy or completeness of the data and information in this data sheet.

The data and advice given apply when the product is sold for the stated application or applications. You should not use the product other than for the stated application or applications without seeking advice from us.

It is the user's obligation to evaluate and use this product safely and to comply with all applicable laws and regulations. The BP Group shall not be responsible for any damage or injury resulting from use, other than the stated product use of the material, from any failure to adhere to recommendations, or from any hazards inherent in the nature of the material. Purchasers of the product for supply to a third party for use at work, have a duty to take all necessary steps to ensure that any person handling or using the product is provided with the information in this sheet. Employers have a duty to tell employees and others who may be affected of any hazards described in this sheet and of any precautions that should be taken.

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Health	1
Fire	1
Reactivity	0
Personal Protection	C

Material Safety Data Sheet

Ethylene glycol MSDS

Section 1: Chemical Product and Company Identification

Product Name: Ethylene glycol

Catalog Codes: SLE1072

CAS#: 107-21-1

RTECS: KW2975000

TSCA: TSCA 8(b) inventory: Ethylene glycol

CI#: Not available.

Synonym: 1,2-Dihydroxyethane; 1,2-Ethanediol; 1,2-Ethandiol; Ethylene dihydrate; Glycol alcohol; Monoethylene glycol; Tescol

Chemical Name: Ethylene Glycol

Chemical Formula: HOCH₂CH₂OH

Contact Information:

Sciencelab.com, Inc.

14025 Smith Rd.

Houston, Texas 77396

US Sales: 1-800-901-7247

International Sales: 1-281-441-4400

Order Online: ScienceLab.com

CHEMTREC (24HR Emergency Telephone), call:

1-800-424-9300

International CHEMTREC, call: 1-703-527-3887

For non-emergency assistance, call: 1-281-441-4400

Section 2: Composition and Information on Ingredients

Composition:

Name	CAS #	% by Weight
Ethylene glycol	107-21-1	100

Toxicological Data on Ingredients: Ethylene glycol: ORAL (LD50): Acute: 4700 mg/kg [Rat]. 5500 mg/kg [Mouse]. 6610 mg/kg [Guinea pig]. VAPOR (LC50): Acute: >200 mg/m 4 hours [Rat].

Section 3: Hazards Identification

Potential Acute Health Effects:

Hazardous in case of ingestion. Slightly hazardous in case of skin contact (irritant, permeator), of eye contact (irritant), of inhalation. Severe over-exposure can result in death.

Potential Chronic Health Effects:

CARCINOGENIC EFFECTS: A4 (Not classifiable for human or animal.) by ACGIH. MUTAGENIC EFFECTS: Mutagenic for mammalian somatic cells. Non-mutagenic for bacteria and/or yeast. TERATOGENIC EFFECTS: Not available. DEVELOPMENTAL TOXICITY: Not available. The substance may be toxic to kidneys, liver, central nervous system (CNS). Repeated or prolonged exposure to the substance can produce target organs damage. Repeated exposure to a highly toxic material may produce general deterioration of health by an accumulation in one or many human organs.

Section 4: First Aid Measures

Eye Contact:

Check for and remove any contact lenses. In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Cold water may be used. Get medical attention if irritation occurs.

Skin Contact:

Wash with soap and water. Cover the irritated skin with an emollient. Get medical attention if irritation develops. Cold water may be used.

Serious Skin Contact: Not available.

Inhalation:

If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention immediately.

Serious Inhalation: Not available.

Ingestion:

Do NOT induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. If large quantities of this material are swallowed, call a physician immediately. Loosen tight clothing such as a collar, tie, belt or waistband.

Serious Ingestion:

Medical Conditions Aggravated by Exposure: Persons with pre-existing kidney, respiratory, eye, or neurological problems might be more sensitive to Ethylene Glycol. **Notes to Physician:** 1. Support vital functions, correct for dehydration and shock, and manage fluid balance. 2. The currently recommended medical management of Ethylene Glycol poisoning includes elimination of Ethylene Glycol and metabolites. Elimination of Ethylene Glycol may be achieved by the following methods: a. Emptying the stomach by gastric lavage. It is useful if initiated within < 1 of ingestion. b. Correct metabolic acidosis with intravenous administration of sodium bicarbonate, adjusting the administration rate according to repeated and frequent measurement of acid/base status. c. Administer ethanol (orally or by IV (intravenously)) or fomepizole (4-methylpyrazole or Antizol)) therapy by IV as an antidote to inhibit the formation of toxic metabolites. d. If patients are diagnosed and treated early in the course with the above methods, hemodialysis may be avoided if fomepizole or ethanol therapy is effective and has corrected the metabolic acidosis, and no renal failure is present. However, once severe acidosis and renal failure occurred, however, hemodialysis is necessary. It is effective in removing Ethylene Glycol and toxic metabolites, and correcting metabolic acidosis.

Section 5: Fire and Explosion Data

Flammability of the Product: May be combustible at high temperature.

Auto-Ignition Temperature: 398°C (748.4°F)

Flash Points: CLOSED CUP: 111°C (231.8°F). (Tagliabue.)

Flammable Limits: LOWER: 3.2%

Products of Combustion: These products are carbon oxides (CO, CO₂).

Fire Hazards in Presence of Various Substances:

Slightly flammable to flammable in presence of open flames and sparks, of heat. Non-flammable in presence of shocks.

Explosion Hazards in Presence of Various Substances:

Risks of explosion of the product in presence of mechanical impact: Not available. Risks of explosion of the product in presence of static discharge: Not available.

Fire Fighting Media and Instructions:

SMALL FIRE: Use DRY chemical powder. LARGE FIRE: Use water spray, fog or foam. Do not use water jet.

Special Remarks on Fire Hazards: Not available.

Special Remarks on Explosion Hazards:

Explosive decomposition may occur if combined with strong acids or strong bases and subjected to elevated temperatures.

Section 6: Accidental Release Measures

Small Spill:

Dilute with water and mop up, or absorb with an inert dry material and place in an appropriate waste disposal container. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

Large Spill:

Stop leak if without risk. Do not get water inside container. Do not touch spilled material. Use water spray to reduce vapors. Prevent entry into sewers, basements or confined areas; dike if needed. Eliminate all ignition sources. Call for assistance on disposal. Finish cleaning by spreading water on the contaminated surface and allow to evacuate through the sanitary system. Be careful that the product is not present at a concentration level above TLV. Check TLV on the MSDS and with local authorities.

Section 7: Handling and Storage**Precautions:**

Keep away from heat. Keep away from sources of ignition. Empty containers pose a fire risk, evaporate the residue under a fume hood. Ground all equipment containing material. Do not ingest. Do not breathe gas/fumes/ vapor/spray. Wear suitable protective clothing. If ingested, seek medical advice immediately and show the container or the label. Keep away from incompatibles such as oxidizing agents, acids, alkalis.

Storage: Keep container tightly closed. Keep container in a cool, well-ventilated area. Hygroscopic

Section 8: Exposure Controls/Personal Protection**Engineering Controls:**

Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value. Ensure that eyewash stations and safety showers are proximal to the work-station location.

Personal Protection:

Safety glasses. Synthetic apron. Gloves (impervious). For most conditions, no respiratory protection should be needed. However, if material is heated or sprayed and if atmospheric levels exceed exposure guidelines, use an approved vapor (air purifying) respirator.

Personal Protection in Case of a Large Spill:

Splash goggles. Full suit. Boots. Gloves. Suggested protective clothing might not be sufficient; consult a specialist BEFORE handling this product.

Exposure Limits:

STEL: 120 (mg/m³) [Australia] TWA: 100 (mg/m³) from ACGIH (TLV) [United States] CEIL: 125 (mg/m³) from OSHA (PEL) [United States] CEIL: 50 (ppm) from OSHA (PEL) [United States] TWA: 52 STEL: 104 (mg/m³) [United Kingdom (UK)] Inhalation TWA: 10 (mg/m³) [United Kingdom (UK)] SKIN3 Consult local authorities for acceptable exposure limits.

Section 9: Physical and Chemical Properties

Physical state and appearance: Liquid. (syrupey)

Odor: Odorless.

Taste: Mild sweet

Molecular Weight: 62.07 g/mole

Color: Clear Colorless.

pH (1% soln/water): Not available.

Boiling Point: 197.6°C (387.7°F)

Melting Point: -13°C (8.6°F)

Critical Temperature: Not available.

Specific Gravity: 1.1088 (Water = 1)

Vapor Pressure: .06 mmHg @ 20 C; .092 mmHg at 25 C

Vapor Density: 2.14 (Air = 1)

Volatility: Not available.

Odor Threshold: Not available.

Water/Oil Dist. Coeff.: The product is more soluble in water; $\log(\text{oil/water}) = -1.4$

Ionicity (in Water): Not available.

Dispersion Properties: See solubility in water, acetone.

Solubility:

Soluble in cold water, hot water, acetone. Slightly soluble in diethyl ether. Miscible with lower aliphatic alcohols, glycerol, acetic acid, acetone and similar ketones, aldehydes, pyridine, similar coal tar bases. Practically insoluble in benzene and its homologs, chlorinated hydrocarbons, petroleum ether.

Section 10: Stability and Reactivity Data

Stability: The product is stable.

Instability Temperature: Not available.

Conditions of Instability: Excess heat, incompatible materials.

Incompatibility with various substances: Reactive with oxidizing agents, acids, alkalis.

Corrosivity: Non-corrosive in presence of glass.

Special Remarks on Reactivity:

Hygroscopic. Absorbs moisture from the air. Avoid contamination with materials with hydroxyl compounds. Also incompatible with aliphatic amines, isocyanates, chlorosulfonic acid, and oleum

Special Remarks on Corrosivity: Not available.

Polymerization: Will not occur.

Section 11: Toxicological Information

Routes of Entry: Absorbed through skin. Ingestion.

Toxicity to Animals:

Acute oral toxicity (LD50): 4700 mg/kg [Rat]. Acute toxicity of the vapor (LC50): >200 mg/m³ 4 hours [Rat].

Chronic Effects on Humans:

CARCINOGENIC EFFECTS: A4 (Not classifiable for human or animal.) by ACGIH. MUTAGENIC EFFECTS: Mutagenic for mammalian somatic cells. Non-mutagenic for bacteria and/or yeast. May cause damage to the following organs: kidneys, liver, central nervous system (CNS).

Other Toxic Effects on Humans:

Hazardous in case of ingestion. Slightly hazardous in case of skin contact (irritant, permeator), of inhalation.

Special Remarks on Toxicity to Animals:

Lowest Published Toxic Dose/Conc: TDL [Man] - Route: oral; Dose: 15gm/kg Lethal Dose/Conc 50% Kill LD50 [Rabbit] - Route: dermal; Dose: 9530 ul/kg

Special Remarks on Chronic Effects on Humans:

May cause adverse reproductive effects and birth defects (teratogenic) based on animal test data. No human data has been reported at this time. May affect genetic material (mutagenic)

Special Remarks on other Toxic Effects on Humans:

Acute Potential Health Effects: Skin: May cause skin irritation. May cause more severe response if skin is abraded. A single prolonged exposure is not likely to result in material being absorbed through skin in harmful amounts. Massive contact with damaged skin may result in absorption of potentially harmful amounts. Eyes: Vapors or mist may cause temporary eye irritation (mild temporary conjunctival inflammation) and lacrimation. Corneal injury is unlikely or insignificant. Ingestion: It is rapidly absorbed from the gastrointestinal tract. Oral toxicity is expected to be moderate in humans due to Ethylene Glycol even though tests with animals show a lower degree of toxicity. Excessive exposure (swallowing large amounts) may cause gastrointestinal tract irritation with nausea, vomiting, abdominal discomfort, diarrhea. It can affect behavior/central nervous system within 0.5 to 12 hours after ingestion. A transient inebriation with excitement, stupor, headache, slurred speech, ataxia, somnolence, and euphoria, similar to ethanol intoxication, can occur within the first several hours. As the Ethylene Glycol is metabolized, metabolic acidosis and further central nervous system depression (convulsions, muscle weakness) develop. Serious intoxication may develop to coma associated with hypotonia, hyporeflexia, and less commonly seizures, and meningismus. 12 to 24 hours

Section 12: Ecological Information**Ecotoxicity:**

Ecotoxicity in water (LC50): 41000 mg/l 96 hours [Fish (Trout)]. 46300 mg/l 48 hours [water flea]. 34250 mg/l 96 hours [Fish (bluegill fish)]. 34250 mg/l 72 hours [Fish (Goldfish)].

BOD5 and COD: Not available.

Products of Biodegradation:

Possibly hazardous short term degradation products are not likely. However, long term degradation products may arise.

Toxicity of the Products of Biodegradation: The products of degradation are less toxic than the product itself.

Special Remarks on the Products of Biodegradation: Not available.

Section 13: Disposal Considerations**Waste Disposal:**

Waste must be disposed of in accordance with federal, state and local environmental control regulations.

Section 14: Transport Information

DOT Classification: Not a DOT controlled material (United States).

Identification: Not applicable.

Special Provisions for Transport: Not applicable.

Section 15: Other Regulatory Information**Federal and State Regulations:**

Illinois toxic substances disclosure to employee act: Ethylene glycol Illinois chemical safety act: Ethylene glycol New York release reporting list: Ethylene glycol Rhode Island RTK hazardous substances: Ethylene glycol Pennsylvania RTK: Ethylene glycol Minnesota: Ethylene glycol Massachusetts RTK: Ethylene glycol Massachusetts spill list: Ethylene glycol New Jersey: Ethylene glycol Louisiana spill reporting: Ethylene glycol TSCA 8(b) inventory: Ethylene glycol TSCA 4(a) proposed test rules: Ethylene glycol SARA 313 toxic chemical notification and release reporting: Ethylene glycol CERCLA: Hazardous substances.: Ethylene glycol: 5000 lbs. (2268 kg)

Other Regulations:

OSHA: Hazardous by definition of Hazard Communication Standard (29 CFR 1910.1200). EINECS: This product is on the European Inventory of Existing Commercial Chemical Substances.

Other Classifications:

WHMIS (Canada): CLASS D-2A: Material causing other toxic effects (VERY TOXIC).

DSCL (EEC):

R22- Harmful if swallowed. S46- If swallowed, seek medical advice immediately and show this container or label.

HMIS (U.S.A.):

Health Hazard: 1

Fire Hazard: 1

Reactivity: 0

Personal Protection: C

National Fire Protection Association (U.S.A.):

Health: 1

Flammability: 1

Reactivity: 0

Specific hazard:

Protective Equipment:

Gloves. Lab coat. Not applicable. Safety glasses.

Section 16: Other Information

References: Not available.

Other Special Considerations: Not available.

Created: 10/10/2005 08:18 PM

Last Updated: 05/21/2013 12:00 PM

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EXHIBIT F

RULES AND REGULATIONS

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

1. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.
2. No advertisements, pictures or signs of any sort shall be displayed on or outside the Premises or Building without the prior written consent of Landlord. This prohibition shall include any portable signs or vehicles placed within the parking lot, common areas or on streets adjacent thereto for the purpose of advertising or display. Landlord shall have the right to remove any such unapproved item without notice and at Tenant's expense.
3. Storage of forklift propane tanks, whether interior or exterior, shall be in secured and protected storage and enclosure approved by the local fire department and, if exterior, shall be located in areas specifically designated by Landlord. Tenant shall protect electrical panels and building mechanical equipment from damage from forklift trucks.
4. Machinery, equipment and apparatus belonging to Tenant which causes noise or vibration that may be transmitted to the structure of the Building to such a degree as to be objectionable to Landlord or other tenants or to cause harm to the Building, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the transmission of such noise and vibration. Tenant shall cease using any such machinery which causes objectionable noise and vibration which cannot be sufficiently mitigated.
5. All goods, including materials used to store goods, delivered to the Premises shall be immediately moved into the Premises and shall not be left in parking or exterior loading areas overnight.
6. Tractor trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks of sufficient size to prevent damage to the asphalt paving surfaces. No parking or storage of such trailers will be permitted in the auto parking areas adjacent to the Premises or on streets adjacent thereto.
7. Tenant is responsible for the safe storage and removal of all pallets. Pallets shall be stored behind screen enclosures at locations approved by Landlord.
8. Tenant shall not store or permit the storage or placement of merchandise in or around the common areas surrounding the Premises. No displays or sales of merchandise shall be allowed in the parking lots or other common areas.

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

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

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

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

25. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, common areas of the Building and Building, and for the preservation of good order therein, as well as for the convenience of other 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 of the Building. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition to its occupancy of the Premises.



CARSCAP-01

MBRADLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2015

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

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

PRODUCER License # BR-1009544

Lawley Agency, LLC
361 Delaware Avenue
Buffalo, NY 14202

CONTACT NAME:

PHONE (A/C, No, Ext): 1 (716) 849-8618

FAX (A/C, No): 1 (716) 849-8291

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Colony Insurance Company

39993

INSURER B : National Union Fire Ins Co of Pit

19445

INSURER C : Nautilus Insurance Company

17370

INSURER D :

INSURER E :

INSURER F :

INSURED

Carson Capital Corp

See Named Insured Schedule Attached ✓

1863 Service Court
Riverside, CA 92507

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		103GL000261803	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		2248238	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		AR5461106	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	049101955	03/01/2014	03/01/2015	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		SSP201376010	01/26/2015	01/26/2018	Each Claim 1,000,000
C	Pollution Liability		SSP201376010	01/26/2015	01/26/2018	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See remarks for additional Named Insureds.

RE: 2301 Monarch St., Alameda, CA 94501

The certificate holder is included as an additional insured as required by written contract or agreement regarding location listed.

CITY OF ALAMEDA

Risk Management

CERTIFICATE HOLDER

Date

1-27-15

CANCELLATION

City of Alameda
c/o PM Realty Group, L.P., as agent
101 W. Atlantic Avenue
Alameda, CA 94501

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CARSCAP-01

MBRADLEY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Lawley Agency, LLC		License # BR-1009544	NAMED INSURED Carson Capital Corp See Named Insured Schedule Attached 1863 Service Court Riverside, CA 92507
POLICY NUMBER SEE PAGE 1		NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1
CARRIER SEE PAGE 1			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks:

See Remarks for Additional Named Insureds

Named Insureds Include: Carson Capital Corp, D/T Carson Enterprises, Inc., Complete Coach Works, Dale Carson, Advanced Auto Parts, Transit Sales International, Inc., Shuttle Bus Leasing, Belvedere Properties, LLC and Cedar Oak Properties, LLC.

1-27-15
OK
J. Abil
City Park Mgr.



MBRADLEY

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

12/19/2014

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

AGENCY Lawley Agency, LLC 361 Delaware Avenue Buffalo, NY 14202		PHONE (A/C, No, Ext): 1 (716) 849-8618	COMPANY Great American Insurance Co 3561 Solutions Center Chicago, IL 60677	
FAX (A/C, No): 1 (716) 849-8291	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: CARSCAP-01	License # BR-632443			
INSURED Carson Capital Corp 1863 Service Court Riverside, CA 92507	LOAN NUMBER		POLICY NUMBER MAC0665027	
EFFECTIVE DATE 3/1/2014		EXPIRATION DATE 3/1/2015		CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 12, Bldg # 1, 2301 Monarch Street, Alameda, CA 94501

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 12, Bldg # 1 Tenants I&B (Improvements and Betterments), Special (Including theft)	1,000,000	\$10,000

REMARKS (Including Special Conditions)

CITY OF ALAMEDA
Risk Management
Date 1-27-15
Lucretia Akil, City Risk Manager

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS City of Alameda c/o PM Realty Group, L.P., as agent 101 W Atlantic Avenue Alameda, CA 94501-4566	MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	

ACORD 27 (2009/12)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART


- A. **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. "Bodily injury" or "property damage" occurring after:
- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed, or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CITY OF ALAMEDA
Risk Management

Date 1-27-15
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (Third-Party)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.4. Other Insurance**, and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below:


4. Other Insurance

- a. With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Third Party to whom this endorsement applies is: All persons or organizations as required by written contract with the Named Insured

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party for whom you are performing work".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CITY OF ALAMEDA
Risk Management
 Date 1-27-15
Lucretia Akil, City Risk Manager