

Residential Lease

Section 1. Landlord and Tenant. This Lease is entered into between Shelter in Peace, Inc., a California corporation ("**Tenant**"), and The City of Alameda, a municipal corporation ("**Landlord**").

Section 2. Premises. Subject to the terms and conditions in this Residential Lease ("**Lease**"), Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the Premises located at 2815 San Diego Road, Alameda CA 94501 ("**Premises**"), together with the existing appliances. Any use and occupancy of the Premises by any Permitted Occupants (as defined in Section 3.a) is exempt from City Ordinance No. 3249.

Section 3. Limits on Use and Occupancy. The Premises are to be used only as a private residence for Tenant listed in Section 1 of this Lease, except as otherwise described below.

a. **Permitted Occupants/Selection of Permitted Occupants:** Landlord agrees and acknowledges that Tenant intends to use the Premises to provide transitional housing to refugees and families immigrating to the United States (the "**Permitted Occupants**"), and that the Premises will be leased by Tenant but occupied by others. Landlord also recognizes that Tenant actually contracts with other organizations, including faith based, civic and community organizations (collectively, "**Selection Organizations**"), which organizations identify and select the Permitted Occupants to which Tenant offers housing at the Premises.

b. **Guests:** Occupancy by guests of a Permitted Occupant for more than fifteen (15) days is prohibited without Landlord's written consent and will be considered a breach of this Lease by Tenant.

c. **Conditions:** Landlord's agreement to allow the Premises to be occupied by Permitted Occupants, is conditioned upon Tenant's continuing adherence with the obligations and covenants set out in this Lease, including, among others, the limits on use and occupancy in this Section 3 and the Occupancy Requirements in Section 4. In addition, Landlord shall not be deemed to have contractual privity with any Permitted Occupants and/or any Selection Organizations, and such Permitted Occupants and/or Selection Organizations shall not be third party beneficiaries of this Lease; Landlord's contractual relationship with respect to the Premises shall be only with Tenant.

Section 4. Occupancy Requirements.

a. **Initial Occupancy of Premises:** The Premises shall be occupied by the initial Permitted Occupants within sixty (60) days from Tenant obtaining a certificate of occupancy or temporary certificate of occupancy (collectively, a “COO”) for the Premises from the City of Alameda.

b. **Occupancy Requirements:**

i. For the entire term of this Lease, the Premises shall be occupied exclusively by Permitted Occupants who qualify as very low or low income households because their gross income does not exceed the following limits: (i) fifty percent (50%) of the Area Median Income (as defined in Section 4.b.ii) at an Affordable Rent (as defined in Section 4.b.iii), and (ii) eighty percent (80%) of the Area Median Income at an Affordable Rent (“**Occupancy Requirements**”).

ii. “**Area Median Income**” shall mean the median income for households in Alameda County, California, as published from time to time by the United States Department of Housing and Urban Development (“**HUD**”) in a manner consistent with the determination of median gross income under Section 8 of the United States Housing Act of 1937, as amended, and as defined in Title 25, California Code of Regulations, Section 6932. In the event that such income determinations are no longer published by HUD, or are not updated for a period of at least 18 months, Landlord shall provide Tenant with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

iii. “**Affordable Rent**” is the amount of rent considered as “affordable rent” for very low and low income households, adjusted for family size appropriate to the unit, less a utility allowance, pursuant to California Health and Safety Code Section 50053 or any successor statute thereto. If the statute is no longer in effect and no successor statute is enacted, Landlord shall establish the Affordable Rent for purposes of this Lease.

iv. Occupancy during the term defined in Section 5 shall be continuous, subject only to brief periods of vacancy as reasonable to (i) initially ready the Premises for occupancy by the first Permitted Occupants and/or identify and qualify the first Permitted Occupant for the Premises, and (ii) subsequently maintain the Premises and/or identify and qualify other Permitted Occupants for the Premises.

c. **Liquidated Damages:** Failure by Tenant to comply with the Occupancy Requirements described in this Section 4 shall result in the imposition of liquidated damages in addition to any other remedies available to Landlord at law or in equity. The parties agree that the damages incurred by Landlord due to the loss of the Premises as

transitional housing for Permitted Occupants, will be difficult to calculate and that the formula below is a reasonable approximation of those damages. Tenant agrees that in the event of early termination of this Lease or a breach of the Occupancy Requirements, Tenant will pay Landlord liquidated damages in the amount of \$100.00 per day from the date of the early termination or breach until the last day of the term, provided that Tenant shall be permitted to exercise its termination right set out in Section 26.b. This calculation of liquidated damages is hereby agreed to only compensate the City for damages due to loss of the Premises as transitional housing for Permitted Occupants, and shall not prevent Landlord from recovering other actual damages incurred as permitted by law or in equity.

d. Landlord Costs: In addition to any liquidated damages calculated pursuant to Section 4.c, in the event of early termination or default, Tenant shall also reimburse Landlord for any and all costs incurred by Landlord in connection with this Lease, including, among other costs, attorney's fees, re-letting costs or costs to repair damage to the Premises caused by Tenant, any Permitted Occupant, any Selection Organization and/or any invitee or guest of Tenant, any Permitted Occupant or any Selection Organization.

e. Fair Housing: Tenant shall make the Premises available to any Permitted Occupant, regardless of race, color, religion, sex, national origin, handicap or familial status. All information related to and solicitations of Permitted Occupants shall contain the Equal Housing Opportunity logotype or slogan "Equal Housing Opportunity".

f. Non-Discrimination: In compliance with local, State of California ("**State**") and Federal laws, Tenant agrees that discrimination in the selection of contractors, Permitted Occupants or Selection Organizations or harassment directed towards contractors, prospective Permitted Occupants, Permitted Occupants or Selection Organizations on the basis of race, religious creed, color, national origin, ancestry, handicap or disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Tenant shall not discriminate against or deny occupancy to any Permitted Occupant or prospective Permitted Occupant by reason of their receipt of, or eligibility for, housing assistance under any Federal, State, or local program, or by reason of familial status (i.e., presence of minor children).

g. Affirmative Contracting: Pursuant to national policy, Tenant is encouraged to contract with women, minority and/or disadvantaged business enterprises.

Section 5. Term of the Tenancy/Extension Options.

a. Term: The twelve (12) month term of this Lease will begin on _____, 2020 ("**Commencement Date**") and end on _____, 2021.

b. Extension Options: Tenant shall have four (4) (each, an "**Extension Option**") one (1) year extension options (each an "**Extension Term**"), which shall all be subject to the reasonable discretionary approval of the City Manager of the City of Alameda. Each Extension Option may be exercised only by the entity identified as

Tenant in Section 1 and may not be exercised by any other sublessee or assignee or by any other successor or assign. Each Extension Option shall be effective only if Tenant is not in default under this Lease, either at the time of exercise of the Extension Option or the time of commencement of the Extension Term, subject to approval by the City Manager for the City of Alameda in his or her reasonable discretion. Tenant shall exercise its Extension Option, if at all, by written notice ("**Election Notice**") from Tenant to Landlord given not more than nine (9) months nor less than three (3) months prior to expiration of the initial Term. Any such notice given by Tenant to Landlord shall be irrevocable. If Tenant fails to exercise the Extension Option in a timely manner as provided for above, such Extension Option and all future Extension Options shall be void. If Tenant exercises an Extension Option, the Term shall be extended for an additional period of one (1) year upon the same terms and conditions as the initial Term, except that Tenant shall continue to occupy the Premises in its "as-is" condition without any tenant improvement allowance from Landlord or any obligation of Landlord to undertake work not otherwise contemplated in this Lease.

Section 6. Payment of Rent. During the term, Tenant will pay Landlord an annual rent of \$1.00 on or prior to the Commencement Date and on each anniversary thereafter. Rent will be paid in the following manner unless Landlord designates otherwise: to Community Development Department, 950 W. Mall Square, Suite 205, Alameda CA 94501.

- a. **Delivery of payment:** Rent will be sent by U.S. Mail to the above address.
- b. **Form of payment:** Landlord will accept payment in the following forms: (a) personal check made payable to The City of Alameda, or (b) certified funds or money order.

Section 7. Late Charges. If Tenant fails to pay the rent in full before the end of the 3rd day after its due, Tenant will pay Landlord a late charge of \$5.00 per day. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Section 8. Returned Check and Other Bank Charges. If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Lease is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$25.00.

Section 9. Security Deposit. On or prior to the Commencement Date, Tenant will pay to Landlord the sum of \$1,000.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply all or any portion of this security deposit to any sum due under this Lease. Within twenty-one (21) after Tenant has vacated the Premises, returned keys and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

Section 10. Utilities. Tenant will pay all utility charges and will place all utilities in Tenant's name.

Section 11. Prohibition of Assignment and Subletting. Subject to the language of Section 3 regarding Permitted Occupants, Tenant will not sublet any part of the Premises or assign this Lease without the prior written consent of Landlord. Tenant will also ensure that Permitted Occupants and Selection Organizations do not sublet any part of the Premises or assign the Lease without Landlord's prior written consent. Neither Tenant, any Permitted Occupants nor any Selection Organization will sublet or rent any part of the Premises for short-term stays of any duration, including but not limited to vacation rentals through VRBO, Airbnb or the like.

Section 12. Maintenance, Repair, Replacement, Delivery Condition and Surrender Responsibilities.

a. **Routine Maintenance, Repair and Replacement:** Tenant shall be solely responsible, at its cost, for all routine maintenance, repair and replacement of the Premises and the property on which the Premises sits. As used herein, "**routine maintenance, repair and replacement**," shall mean any single item of maintenance, repair or replacement that costs \$1,000 or less. Tenant will keep the Premises and property clean, sanitary and in good condition and repair, and promptly undertake all routine maintenance, repair and replacement work, especially repairs involving water or leakage. The Premises shall be maintained by Tenant in the condition existing subsequent to its rehabilitation and completion of all improvements by Tenant and in compliance with the City of Alameda ("**City**") standards for safe, decent, sanitary and habitable housing. The Premises and the property shall be maintained free of dry grass, weeds, rubbish, graffiti, trash, garbage, discarded furniture and any other debris, and all plantings shall be watered and trimmed as needed. No items will be stored in those areas designated as open space or for parking. Tenant will correct any above described unsightly or prohibited conditions within thirty (30) days of written notice from Landlord or such longer period of time if needed to correct the matter, so long as Tenant commences the correction within the thirty (30) day period and continues diligently to completion. Nothing herein shall prohibit or limit Tenant's right to submit or tender a routine maintenance, repair replacement item to Tenant's Warranty or Tenant's Insurance. If Tenant fails to timely undertake any routine maintenance, repair or replacement, Landlord may cause the work to be done, and upon written demand from Landlord, Tenant shall reimburse Landlord for all cost of the work.

b. **Non-Routine Maintenance, Repair and Replacement:** With respect to any non-routine maintenance, repair and replacement, where "**non-routine maintenance, repair and replacement**" mean any single items of maintenance, repair or replacement that cost more than \$1,000, such item shall be submitted or tendered for payment to the following in the order listed: (1) Tenant's Warranty, (2) Tenant's insurance coverage(s), and (3) Landlord's insurance coverage(s). If, following the submission or tender of an item/claim to each of the forgoing, it is determined by the parties that the total out-of-pocket costs remaining to be paid in connection with such item of maintenance, repair

or replacement is greater than \$1,000, then Tenant may elect to: (i) pay the remaining cost and cause the non-routine maintenance, repair or replacement work to be undertaken, or (ii) terminate this Lease pursuant to Section 26.b and upon such termination shall have no further responsibility or obligation arising from the item of non-routine maintenance, repair or replacement.

c. Tenant Caused Repairs: Irrespective of the cost and notwithstanding the forgoing, Tenant shall be responsible for correcting and repairing any damage, neglect, misuse or dangerous or unusual condition at or about the Premises or property caused by Tenant, any Permitted Occupant or Tenant's or any Permitted Occupant's guest or invitee (collectively, "**Tenant Damage**"). If Tenant fails to correct any Tenant Damage within thirty (30) days of written notice from Landlord or such longer period of time if needed to correct the Tenant Damage, so long as Tenant commences the correction within the thirty (30) day period and continues diligently to completion, then Landlord may cause the repair or correction to occur, and upon written demand from Landlord, Tenant shall reimburse Landlord for all cost of the repair and correction undertaken by Landlord.

d. Delivery Condition: Landlord hereby agrees to repair or replace, as required, the foundation of the Premises prior to occupancy by any Permitted Occupants, and to otherwise deliver the Premises to Tenant with all systems and appliances in operational condition. As used herein, "**systems and appliances**" shall include the heater and plumbing for the Premises and the stove, refrigerator, dishwasher and oven in the kitchen of the Premises.

e. Surrender: Upon termination of the tenancy, Tenant shall return the Premises and property to Landlord in a condition substantially similar to that which existed when Tenant or the initial Permitted Occupants took occupancy, except for ordinary wear and tear.

f. As-Is Condition: Subject to Landlord's obligation with respect to the foundation of the Premises and the systems and appliances, Tenant shall accept delivery of the Premises in it's as-is, where-is condition and without any representation or warranty by Landlord.

Section 13. Taxes and Other Liabilities. All taxes, assessments and charges upon or against Tenant, the Premises or the property on which the Premises sits shall be paid and discharged by Tenant before they become delinquent, except to the extent and so long as they are being contested in good faith in such manner as not to cause any materially adverse effect to Landlord's financial condition or the loss of any right of redemption from a sale thereunder; and Landlord has no liability for delinquent taxes with respect to the Premises or property on which it sits.

Section 14. Hold Harmless. Tenant shall indemnify, defend and hold harmless Landlord, its City Council, boards and commissions, officers, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorneys' fees, regardless of the merits or outcome of

any such claim or suit arising from or in any manner connected with the use of the Premises and the negligence or intentional misconduct of Tenant, any Permitted Occupants, any Selection Organization, any contractor or service provider acting on behalf of any of them, any invitee of Tenant, any Permitted Occupant or any Selection Organization or any other occupant of the Premises.

Section 15. Insurance. On or before the Commencement Date, Tenant shall furnish Landlord with certificates showing the effective dates and dates of expiration of insurance coverage in compliance with this Section 15. Tenant shall maintain in force and effect at all times during the term of this Lease all insurance coverages required by this Lease with an insurance company that is acceptable to Landlord and licensed to do insurance business in the State, which coverages are described on Attachment 3 attached hereto and incorporated herein.

a. **Requirements For All Policies:** Each policy of insurance required under Section 15 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 Premises 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.

b. **Certificates of Insurance:** Upon execution of this Lease by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, Tenant shall furnish to Landlord a certificate of insurance reflecting that the insurance required by this Section 15 is in force, accompanied by an endorsement(s) showing the required additional insureds satisfactory to Landlord in substance and form.

c. **Landlord's Insurance:** During the term, Landlord will keep in effect property insurance covering the Premises (but not on any alterations, improvements or any of Tenant's Property (as defined in Attachment 3)) through Landlord's existing property insurance program. The form, quality and quantity of insurance will be determined by Landlord and will be generally consistent with such insurance in place as of the date of the Lease.

d. **Failure to Secure:** If Tenant at any time during the term hereof should fail to secure or maintain the required insurance, Landlord shall be permitted to obtain such insurance in Tenant's name or as an agent of Tenant and shall be promptly

compensated by Tenant for the costs of the insurance premiums, plus interest at the maximum rate permitted by law computed from the date written notice is received that the premiums have not been paid.

e. Subrogation Waiver: Tenant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general liability insurance, Tenant shall look solely to its insurance for recovery. Tenant grants to Landlord, on behalf of any insurer providing comprehensive general liability insurance to either Tenant or Landlord with respect to the obligations of Tenant herein, a waiver of any right to subrogation which any such insurer of Tenant may acquire against Landlord by virtue of the payment of any loss under such insurance.

f. Sufficiency of Insurance: The insurance limits required by Landlord are not represented as being sufficient to protect Tenant. Tenant is advised to confer with its insurance broker to determine adequate coverage for Tenant.

g. Additional Insured: City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

Section 16. Appliance Warranty. On or prior to the Commencement Date and throughout the Lease term, Tenant shall obtain and maintain a warranty, the form and substance of which shall be reasonably acceptable to Landlord, that warrants the repair and replacement of all appliances within the Premises (the "**Warranty**"). Tenant shall provide Landlord with evidence of having obtained the Warranty on or prior to the Commencement Date and on each anniversary thereafter during the term.

Section 17. Prohibition Against Violating Laws and Causing Disturbances. Tenant is entitled to quiet enjoyment of the Premises. Tenant, Permitted Occupants, any Selection Organization and any of their guests or invitees will not use the Premises, ancillary structures, common areas or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Section 18. Pets. No animal may be kept on the Premises without Landlord's prior written consent, except animals needed by Permitted Occupants who have a disability, as that term is understood by law.

Section 19. Landlord's Right to Access. Landlord or Landlord's agents may enter the Premises in the event of an emergency, to make repairs or improvements, or to show the Premises to prospective buyers, occupants or tenants. Landlord may also enter the Premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the Premises, court order or where it is impractical to do so, Landlord will give Tenant 24 hours' notice before entering.

Section 20. Extended Absences by Tenant. Tenant will notify Landlord in advance if Tenant or any Permitted Occupant will be away from the Premises for ten (10) or more consecutive days. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

Section 21. Possession of the Premises.

a. Tenant's/Permitted Occupant's failure to take possession: If, after signing this Lease, Tenant or the initial Permitted Occupants fail to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Lease for the duration of the term.

b. Landlord's failure to deliver possession: If, at any time during the term, Landlord is unable to deliver possession of the Premises to Tenant or any Permitted Occupants for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the Premises, Tenant will have the right to terminate this Lease upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Section 22. Payment of Court Costs and Attorney Fees in a Lawsuit. In any action or legal proceeding to enforce any part of this Lease, the prevailing party shall recover reasonable attorney fees and court costs.

Section 23. Disclosures. Tenant acknowledges that Landlord has made to Tenant the following disclosure regarding the Premises, which is attached to this Lease and incorporated herein as Attachment 1 - Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (i.e, Protect Your Family From Lead in your Home). When signing this Lease, Tenant shall also initial each page of the disclosure.

Section 24. Authority to Receive Legal Papers. Landlord is authorized to accept service of process and receive other notices and demands, which may be delivered to the address described above.

Section 25. Validity of Each Part. If any portion of this Lease is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Lease.

Section 26. Termination of Tenancy.

a. **Non-Compliance with Lease:** The failure of Tenant, any Permitted Occupant, any Selection Organization or any of Tenant's, any Permitted Occupant's or any Selection Organization's guests or invitees to comply with any term of this Lease, or the misrepresentation of any material fact by Tenant, any Permitted Occupants or any Selection Organization is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

b. **Termination for Convenience:** Upon written notice from Landlord to Tenant or Tenant to Landlord, a party may terminate this Lease by providing no less than thirty (30) days' notice to the other party. Upon such termination, all rights and obligations of Landlord and Tenant under this Lease shall terminate and be of no further force and effect, except for those obligations that are intended to survive termination.

Section 27. Entire Agreement. This Lease constitutes the entire agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Lease must be in writing, signed by Landlord and Tenant.

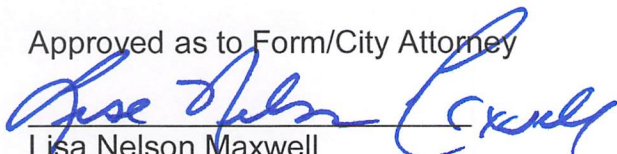
Signatures on following page

Landlord

The City of Alameda, a municipal corporation

By: Eric J. Levitt
Its: City Manager

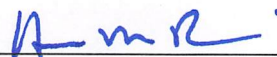
Approved as to Form/City Attorney



Lisa Nelson Maxwell
Assistant City Attorney

Tenant

Shelter in Peace, Inc.,
a California corporation

By: 

Name: Anna M. Rosen

Its: President

By: _____

Name: _____

Its: _____



The City of ...

...

[Signature]
...

...

...

...

[Signature]

...

Attachment 1

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(see attached)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

- (i) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) ☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

5/1/78

Attachment 2

Insurance Coverages

(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, RiverRock Real Estate Group, Inc. 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 and improvements on or about the Premises in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the term, providing protection against all perils, included within the standard form of "all-risk" (i.e., "Special Cause of Loss") fire and casualty insurance policy. Landlord shall have no interest in the insurance upon Tenant's Property or any alterations or improvements thereon 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 any alterations or improvements.

**Bylaws
of
Shelter in Peace, Inc.
A California Public Benefit Corporation**

**ARTICLE 1
OFFICES**

SECTION 1. PRINCIPAL OFFICE

The principal office of the corporation for the transaction of its business is located in Alameda County, California. The address is 612 Arlington Isle, Alameda, California 94501.

SECTION 2. CHANGE OF ADDRESS

The county of the corporation's principal office can be changed only by amendment of these bylaws and not otherwise. The board of directors may, however, change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed an amendment of these bylaws.

_____	Dated: _____
_____	Dated: _____
_____	Dated: _____

SECTION 3. OTHER OFFICES

The corporation may also have offices at such other places, within or without the State of California, where it is qualified to do business, as its business may require, and as the board of directors may, from time to time, designate.

**ARTICLE 2
PURPOSES**

SECTION 1. OBJECTIVES AND PURPOSES

The primary objectives and purposes of this corporation shall be:

may be removed, either with or without cause, by the board of directors, at any time. Any officer may resign at any time by giving written notice to the board of directors or to the president or secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the board of directors relating to the employment of any officer of the corporation.

SECTION 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the board of directors. In the event of a vacancy in any office other than that of president, such vacancy may be filled temporarily by appointment by the president until such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

SECTION 6. DUTIES OF PRESIDENT

X The president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation of this corporation, or by these bylaws, or which may be prescribed from time to time by the board of directors. Unless another person is specifically appointed as chairperson of the board of directors, he or she shall preside at all meetings of the board of directors. If applicable, the president shall preside at all meetings of the members. Except as otherwise expressly provided by law, by the articles of incorporation, or by these bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the board of directors.

SECTION 7. DUTIES OF VICE PRESIDENT

X In the absence of the president, or in the event of his or her inability or refusal to act, the vice president shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions on, the president. The vice president shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the board of directors.

SECTION 8. DUTIES OF SECRETARY

The secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy of these bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

Ensure that the minutes of meetings of the corporation, any written consents approving action taken without a meeting, and any supporting documents pertaining to meetings, minutes, and consents shall be contemporaneously recorded in the corporate records of this corporation. "Contemporaneously" in this context means that the minutes, consents, and supporting documents shall be recorded in the records of this corporation by the later of (1) the next meeting of the board, committee, membership, or other body for which the minutes, consents, or supporting documents are being recorded, or (2) sixty (60) days after the date of the meeting or written consent.

See that all notices are duly given in accordance with the provisions of these bylaws or as required by law.

SECTION 2. OTHER COMMITTEES

The corporation shall have such other committees as may from time to time be designated by resolution of the board of directors. Such other committees may consist of persons who are not also members of the board. These additional committees shall act in an advisory capacity only to the board and shall be clearly titled as "advisory" committees.

SECTION 3. MEETINGS AND ACTION OF COMMITTEES

Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the board of directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be fixed by resolution of the board of directors or by the committee. The time for special meetings of committees may also be fixed by the board of directors. The board of directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws.

ARTICLE 6

EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS

SECTION 1. EXECUTION OF INSTRUMENTS

The board of directors, except as otherwise provided in these bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 2. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the board of directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of