

FUNDAMENTAL LEASE PROVISIONS

CENTER NAME: VALLEJO PLAZA

LEASE DATE: MARCH 26, 2019

LANDLORD: OGINO, LLC

ADDRESS: c/o GALLAGHER & MIERSCH, INC. 1390 WILLOW PASS ROAD, SUITE 220 CONCORD, CA 94520

TENANT: THE COUNTY OF SOLANO/FIRST 5 SOLANO CHILDREN AND FAMILIES COMMISSION

ADDRESS: 3375, #10 AND #30 SONOMA BLVD., VALLEJO, CA 94590

DBA: FIRST 5 SOLANO CHILDREN AND FAMILIES COMMISSION

PREMISES: 3375, #10 AND #30 SONOMA BLVD., VALLEJO, CA 94590

DIMENSIONS: Frontage: 60+/- Ft. Depth: 160+/- Ft. Irregular 8,956 +/- Sq. Ft.

USE: The use is for a First 5 Center office where parents and caregivers with young children will receive information and support and be connected to resources in their community. Parents and caregivers will meet with staff and attend activities to develop positive parent child relationships and encourage early learning and development. In addition, First 5 will be relocating its office, which will occupy approximately 1,700+/- sq. ft. of office use.

RENTAL: YEAR 1 AT \$10,299.00 PER MONTH  
YEAR 2 ANNUAL CPI INCREASE 3% MAXIMUM  
YEAR 3 ANNUAL CPI INCREASE 3% MAXIMUM  
YEAR 4 ANNUAL CPI INCREASE 3% MAXIMUM  
YEAR 5 ANNUAL CPI INCREASE 3% MAXIMUM

RENTAL COMMENCEMENT: THE LATER OF DELIVERY OF SPACE PER EXHIBIT B AND ISSUANCE OF AN OCCUPANCY PERMIT BY THE CITY OF VALLEJO OR JULY 1, 2019.

RENTAL ADJUSTMENTS: ANNUAL

TERM: FIVE (5) YEARS

OPTION: ONE (1) FIVE (5) YEAR OPTION

TERM COMMENCEMENT: THE LATER OF DELIVERY OF SPACE PER EXHIBIT B AND ISSUANCE OF AN OCCUPANCY PERMIT BY THE CITY OF VALLEJO OR JULY 1, 2019.

EXPIRATION: FIVE (5) YEARS FROM TERM COMMENCEMENT.

SECURITY DEPOSIT: NONE

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COMMON AREA MAINTENANCE: \$0.00

LANDLORD WORK: SEE EXHIBIT B

Landlord's Broker: Gallagher & Miersch, Inc.

Tenant's Broker: NONE

Exhibits/Addenda:	A-1	-	Site Plan
	A-2	-	Leasing Plan
	B	-	Construction
	B-1	-	Conceptual Floorplan
	C	-	Sign criteria
	D	-	Acknowledgement of Acceptance of Premises
	E	-	Exclusive Uses/Restrictions
	F	-	Rules and Regulations

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## **SHOPPING CENTER LEASE**

NAME OF CENTER: **VALLEJO PLAZA**

### **1. PARTIES.**

This Lease, dated this 26<sup>th</sup> day of March, 2019 by and between Ogino, LLC herein called ("Landlord"), and The County of Solano on behalf of its First 5 Solano Children and Families Commission herein called ("Tenant").

### **2. PREMISES.**

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Premises"), having dimensions of approximately 60 feet in frontage by 160 irregular feet in depth and containing approximately 8,956 square feet of floor area. The location and dimensions of said Premises are delineated on Exhibit "A" attached hereto and incorporated by reference herein. Said Premises are located in the City of Vallejo, County of Solano, State of California.

This lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

### **3. USE.**

Tenant shall use the Premises for a First 5 Center office where parents and caregivers with young children will receive information and support and be connected to resources in their community. Parents and caregivers will meet with staff and attend activities to develop positive parent child relationships and encourage early learning and development. In addition, First 5 will be relocating its office, which will occupy approximately 1,700sf of office use.

### **4. MINIMUM RENT.**

Tenant agrees to pay the Minimum Rent during the term for its use and occupancy of the Premises. Tenant's obligation to pay minimum rent shall commence on the "Rental Commencement Date:" (see Fundamental Lease Provision) and shall be payable in advance on the first day of each calendar month of the Term without notice, setoff or deduction, in twelve (12) equal monthly installments during each year of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Minimum Rent for the partial month shall be prorated on a daily basis, based on a 30-day month. Tenant shall pay Landlord for the first installment of Minimum Annual Rent when Tenant executes this Lease. This payment constitutes the first month's payment upon the rental commencement.

### **5. TERM:**

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A. The Term of this Lease shall begin on the Commencement Date and shall continue thereafter for a period of Five (5) Years following the Commencement Date.

B. Commencement Date:

(i) The lease shall commence on July 1, 2019, or on the date of completion of Tenant improvements, and issuance of an Occupancy Permit by the City of Vallejo, whichever shall last occur.

C. Substantial Completion. Landlord agrees to deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Premises forthwith upon substantial completion of the Premises as described in Exhibit "B" hereof. The term "substantial completion of the Premises" is defined as the date Landlord notifies Tenant that the Premises are substantially complete ("Delivery Date") to the extent of Landlord's work as specified in Exhibit "B" to the point wherein Tenant's contractor may commence the construction of Tenant's Work as specified in Exhibit "B". Tenant may enter into the Premises prior to its substantial completion to commence its work of improvement, provided, however, that such activity on the part of Tenant shall be done only in such manner as not to interfere with Landlord's contractor, other tenants of the Shopping Center and that Landlord shall not be liable to Tenant for damage to or loss of such fixtures, equipment or furnishings, Tenant accepting the full risk for such damage or loss, if any. Tenant shall pay for all utilities consumed by Tenant or its contractors in preparing the Premises for opening of Tenant's business. Tenant shall commence the construction of Tenant's work as described in Exhibit "B" hereof promptly upon substantial completion of the Premises and shall diligently prosecute such construction to completion.

Any delay in completion of Landlord's work caused by Tenant or Tenant's contractor (including, without limitation, change orders requested by Tenant) shall not delay the commencement of rent or the commencement of the term hereunder. In the event of such a delay Landlord shall set the Delivery Date by written notice to Tenant as the date Landlord's work would have been substantially completed without the delay as reasonably determined by Landlord. Landlord shall then subsequently deliver the premises to Tenant upon substantial completion as hereinabove defined.

D. Delay in Commencement. Tenant agrees that in the event of the inability of Landlord for any reason to deliver possession of the Premises to Tenant pursuant to this Lease, Landlord shall not be liable for any damage thereby nor shall such inability affect the validity of this Lease, but in such case, Tenant shall not be obligated to pay Rent except as set forth herein. In the event of a delay in delivery of the Premises commencement of the term of this Lease shall be correspondingly delayed provided, however, if Landlord's work as specified in Exhibit "B" hereto has not been substantially completed on or before twelve (12) months from the date hereof, then for a period of thirty (30) days thereafter, either party shall have the option of canceling this Lease by written notice of its intent to do so to the other party, in which event, this Lease shall be canceled, Landlord shall refund sums paid by Tenant to Landlord, and neither party shall have any further rights hereunder.

E. Confirmation of Term. If the commencement and expiration dates of the term are not known upon execution of this Lease, then when such dates become known the parties shall execute a written confirmation of such dates and such confirmation shall thereupon be deemed attached hereto

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and made a part of this Lease.

**6. SECURITY DEPOSIT.**

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a sum of Zero dollars and No/100ths (\$0.00).

**7. ADDITIONAL CHARGES**

Definition of Rent: All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Landlord (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefor and without deduction or offset, in lawful money of the United States of America.

**8. USES PROHIBITED.**

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

**9. COMPLIANCE WITH LAW.**

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

**10. ALTERATIONS AND ADDITIONS.**

Tenant shall not make or allow to be made any alterations, additions or improvement to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any

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alterations, additions or improvement to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall; forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises cause by such removal.

## **11. REPAIRS.**

A. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits, heating and air conditioning systems (when there is an air conditioning system). Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant. Landlord has the right to maintain the HVAC system and prorate to the Tenant as a common area maintenance expense.

B. Notwithstanding the provisions of Article 11A, hereinabove, Landlord shall repair and maintain the structural portions of the Buildings, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Article 25 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

## **12. LIENS.**

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on

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behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1½ ) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of work.

### **13. ASSIGNMENT AND SUBLETTING.**

Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed FIVE HUNDRED AND NO/100THS (\$500.00) DOLLARS, incurred in connection with the processing of documents necessary to giving of such consent.

### **14. HOLD HARMLESS.**

Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its

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agents shall not be liable for interference with light, air, or for any latent defect in the Premises.

**15. SUBROGATION.**

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

**16. TENANT'S INSURANCE OBLIGATIONS.**

A. Tenant shall, at Tenant's sole cost and expense, commencing at the date Tenant is given access to the Premises for any purpose and during the entire term hereof, procure, pay for and keep in full force and effect:

1. Tenant's Liability Insurance. Comprehensive General Liability Insurance with respect to the Premises and the operations of, on or on behalf of Tenant in, on or about the Premises, including but not limited to; personal injury, product liability (if applicable), blanket contractual, owner's protective, broad form property damage liability coverage, host liquor liability and owned and non-owned automobile liability in an amount not less than TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS combined single limit. Such policy shall contain: (a) severability of interest; (b) cross liability; and (c) an endorsement stating "such insurance as is afforded by this policy for the benefit of the Landlord shall be primary pertaining to any liability or claims arising out of the occupancy of the Premises by Tenant, or out of Tenant's operations, and any insurance carried by Landlord shall be excess and noncontributory."

2. Tenant's Workers' Compensation Insurance. Workers' Compensation Coverage is required by law, together with employer liability coverage.

3. Tenants Fire and Extended Coverage Insurance. Insurance against fire, vandalism, malicious mischief and such other additional perils as now are or are hereafter may be included in a standard "All Risk" coverage, insuring all improvements and betterments made to the Premises, Tenant's trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property in an amount not less than one hundred (100%) percent of replacement value. Such insurance shall contain: (a) no coinsurance or contribution clauses; (b) a replacement cost endorsement; and (c) deductible amounts acceptable to Landlord.

4. Policy Requirements. All policies of insurance required to be carried by Tenant pursuant to these requirements shall be written by responsible insurance companies authorized to do business in the State of California. Any such insurance required by Tenant hereunder may be furnished by Tenant under any blanket policy carried by it or under a separate policy of insurance. A true and exact copy of each paid up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to Landlord prior to the date Tenant is given the right to

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possession of the Premises and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Landlord may, at any time, and from time to time, inspect and/or copy any and all insurance policies required hereunder. In no event shall the limits of any policy be considered as limiting the liability of Tenant under this Lease.

Each policy evidencing insurance required to be carried by Tenant pursuant to these requirements shall contain, in form and substance satisfactory to Landlord: (a) a provision including Landlord and any other parties in interest designated by Landlord as an additional insured; (b) a waiver by Tenant's insurers of any right to subrogation against Landlord, its agents, employees and representatives which arises or might arise by any reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives; and (c) a provision that the insurer will not cancel or materially change the coverage provided by such policy without first giving Landlord thirty (30) days prior written notice.

5. Landlord's Rights. If Tenant fails to procure, maintain and/or pay for at the time and for the duration specified in this Lease, the insurance required hereunder or fails to carry insurance required by any governmental requirements, Landlord may, (but without any obligation to do so) without notice to Tenant, perform such obligations on behalf of Tenant, and the cost thereof together with interest thereon at the rate of three (3) points over the Bank of America Prime Rate at that time, shall immediately become due and payable as additional rent to Landlord.

#### **17. UTILITIES.**

Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service, and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.

#### **18. PERSONAL PROPERTY TAXES.**

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

#### **19. RULES AND REGULATIONS.**

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

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## **20. HOLDING OVER.**

Notwithstanding any option to renew the term of the lease, if Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereto with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of one hundred fifty percent (150%) of the last Monthly Minimum Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

## **21. ENTRY BY LANDLORD.**

Landlord reserves, and shall at any and all times have, the right upon 24 hour prior notice, except in the case of emergency, to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

## **22. TENANT'S DEFAULT.**

22.1 The occurrence of any of the following shall constitute a default by Tenant:

22.1.1 The failure by Tenant to make any payment of rent or other payment required to be made by Tenant under this Lease if such payment is not made within five (5) days of the due date.

22.1.2 Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If the failure cannot reasonably be cured within twenty (20) days, Tenant shall not be in default of this Lease if Tenant commences to cure the failure within the twenty (20) day period and thereafter diligently and in good faith proceeds to cure the default.

22.1.3 Tenant admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, or liquidation under any law or statute of the federal government or any state government or any subdivision thereof either now or hereafter in effect, makes an assignment for the benefit of its creditors, consents to or

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initiates the appointment of a receiver of itself or of the whole or any substantial part of the Premises.

22.1.4 A court of competent jurisdiction enters an order, judgment or decree appointing a receiver of Tenant or of the whole or any substantial part of the Premises and such order, judgment or decree is not vacated, set aside or stayed within thirty (30) days after the date of entry of such order, judgment or decree or a stay thereof be thereafter set aside.

22.1.5 A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Tenant under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the federal government or any state government or any subdivision thereof either now or hereafter in effect, and such order, judgment or decree shall not be vacated, set aside or stayed within thirty (30) days after the date of entry of such order, judgment or decree or a stay thereof be thereafter set aside.

22.1.6 Under the provisions of any other law for the relief of or aid to debtors, a court of competent jurisdiction shall assume custody or control of Tenant or of the whole or any substantial part of the Premises, and such custody or control shall not be terminated within thirty (30) days after the date of assumption of such custody or control.

The notices required under this Section 22.1 are the only notices required to be given to Tenant by Landlord in the event of Tenant's default and not in addition to any statutory notices otherwise required by the unlawful detainer statutes of California.

## **23. REMEDIES IN DEFAULT.**

23.1 Landlord shall have the following remedies if Tenant commits a default:

23.1.1 Give notice to Tenant at any time thereafter specifying Tenant's default or defaults, and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice if Tenant fails to cure said default or defaults within the time specified in Section 23.1 hereof, as may be extended by Section 23.1.7 hereof.

23.1.2 Bring summary proceedings against Tenant pursuant to the provisions of applicable law and rules of procedure to obtain possession of the Premises. If for any reason whatsoever after said action commences, such action is terminated and the possession of the Premises remains in or is restored to Tenant, then Landlord may, upon any subsequent default or defaults or upon the termination of this Lease as above set forth, file complaints to commence successive summary proceedings and enter successive judgments for possession of the Premises.

23.1.3 Re-enter and repossess the Premises, in which event Tenant agrees to immediately surrender the Premises to Landlord.

23.1.4 If Landlord does not elect to terminate this Lease as provided in Section 23.1.5 of this Section 23.1, Landlord may, from time to time, without terminating this Lease, either recover all rental as it becomes due or relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable with the right to make reasonable alterations and repairs to the Premises.

In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied: First, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; Second, to the payment of any reasonable costs of such reletting, including the

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reasonable costs of repairs and alterations; Third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by the Tenant, then Tenant shall pay such deficiency to Landlord immediately upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord as soon as ascertained, any reasonable costs and expenses, but subject to any limitations set forth above, incurred by Landlord in such reletting not covered by the rentals received from such reletting.

23.1.5 Terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. If Landlord shall elect to terminate this Lease, then it may recover the following from Tenant as provided by California Law:

(i) The worth at the time of the aware of any unpaid rental which had been earned at the time of termination;

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

(iii) The worth at the time of the award of the amount by which the unpaid rental for the balance of the term after the time of the award exceeds the amount of the loss of such rental that Tenant proves could have been reasonably avoided;

(iv) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's default or which in the ordinary course of things would be likely to result therefrom; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

As used in subparagraphs (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest at the maximum legal rate of interest as provided in Section 23.1.3. As used in subparagraph (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

23.1.6 Take any and all other action and pursue all other rights and remedies provided at law or in equity or under this Lease or any other instrument referred to herein or related hereto.

23.1.7 Nothing in this Section 23 shall limit or prejudice the right of Landlord to prove or obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding an amount equal to the maximum allowed by a statute or rule of law governing such proceedings and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the damages referred to in any of the preceding sections.

23.1.8 If the default of Tenant is Tenant's failure to timely commence and complete repairs to the Premises, which Tenant is required to undertake pursuant to this Lease, by the deadline for completion of such repairs as provided in this Section 23, then Landlord may make such repairs or cause them to be made. If Landlord shall make such repairs or cause 'the same to be made, Tenant shall be obligated to repay Landlord for the reasonable cost of such repairs upon demand.

Tenants Initials \_\_\_\_\_

Landlords Initials \_\_\_\_\_

23.2 The remedies and elections of Landlord as set forth in Section 23 and elsewhere in this Lease shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or later provided or allowed by law or in equity.

#### **24. DEFAULT BY LANDLORD.**

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

#### **25. RECONSTRUCTION.**

In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten (10%) percent of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten (10%) percent or more of the full replacement cost then Landlord shall have the option; (a) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as hereinabove in this Article provided; or (b) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to the date of said such termination. Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twenty-four (24) months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make

Tenants Initials \_\_\_\_\_

Landlords Initials \_\_\_\_\_

any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

**26. EMINENT DOMAIN.**

If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than 25% of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this lease.

**27. PARKING AND COMMON AREAS.**

Landlord covenants that upon completion of the Shopping Center an area approximately equal to the common and parking areas as shown on the attached "Exhibit A" shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas, provided, however, that anything to the contrary notwithstanding contained in this Article, said parking area or areas shall at all times be substantially equal or equivalent to that shown on the attached "Exhibit A".

A. Prior to the date of Tenant's opening for business in the Premises, Landlord shall cause said common and parking area or areas to be graded, surfaced, marked and landscaped at no expense to Tenant.

B. The Landlord shall keep said automobile parking and common areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and common areas shall be charged and prorated in the manner as set forth in Article 7 hereof.

C. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, to use said common and parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

D. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for

Tenants Initials \_\_\_\_\_

Landlords Initials \_\_\_\_\_

the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following; (1) The restricting of employee parking to a limited, designated area or areas; and (2) The regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

## **28. SIGNS.**

The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive materials shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord. All signs will comply with the codes and ordinances of the City of Vallejo.

## **29. DISPLAYS.**

The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

## **30. AUCTIONS.**

Tenant shall not conduct or permit to be conducted any sale by auction in, upon, or from the Premises whether said auction is voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding.

## **31. HOURS OF BUSINESS.**

Subject to the provisions of Article 25 hereof, Tenant shall continuously, during the entire term hereof, conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts, or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

In the event of breach by the Tenant of any of the conditions contained in this Article, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to

Tenants Initials \_\_\_\_\_

Landlords Initials \_\_\_\_\_

collect not only the Minimum Rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the Minimum Rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided; said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided.

### **32. ADA COMPLIANCE.**

A. Tenant shall, at its sole cost and expense, cause the Premises to comply at all times with the requirements of the Americans With Disabilities Act (42 U.S.C. SS 12181 et seq.), the regulations now or hereafter adopted pursuant thereto, and any and all applicable state or local laws, statutes, ordinances, rules and regulations concerning public accommodations for disabled persons now or hereafter in effect. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, reasonable attorneys' fees and disbursements) arising from Tenant's failure to comply with this Article.

B. Landlord shall, at its sole cost and expense, cause the Vallejo Plaza, excluding only the Premises, to comply at all times with the requirements of the Americans With Disabilities Act (42 U.S.C. SS 12181 et seq.), the regulations now or hereafter adopted pursuant thereto, and any and all applicable state or local laws, statutes, ordinances, rules and regulations concerning public accommodations for disabled persons now or hereafter in effect. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, reasonable attorneys' fees and disbursements) arising from Landlord's failure to comply with this Article.

### **33. GENERAL PROVISIONS.**

A. Plats and Riders. Clauses, plats, riders and addenda, if any, affixed to this Lease are a part hereof.

B. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

C. Joint Obligation. If there be more than one (1) Tenant, the obligations hereunder imposed shall be joint and several.

D. Marginal Headings. The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

Tenants Initials \_\_\_\_\_

Landlords Initials \_\_\_\_\_



E. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

F. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

G. Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

H. Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

I. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any such due from Tenant shall not be received by Landlord or Landlord's designee within fifteen (15) days from due date that said amount is past due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, ten (10%) percent of such overdue amount), plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

J. Prior Agreements. 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 understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

K. Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

L. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision

Tenants Initials \_\_\_\_\_

Landlords Initials \_\_\_\_\_

shall remain in full force and effect.

M. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

N. Choice of Law. This Lease shall be governed by the laws of the State in which the Premises are located.

O. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

P. Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

Q. Subordination. This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (each, a "Mortgage"), or any ground lease, master lease, or primary lease (each, a "Primary Lease"), that now or hereafter covers all or any part of the Premises (the mortgagee under any such Mortgage, beneficiary under any such deed of trust, or the lessor under any such Primary Lease is referred to herein as a "Landlord's Mortgagee"). Any Landlord's Mortgagee may elect, at any time, unilaterally, to make this Lease superior to its Mortgage, Primary Lease, or other interest in the Premises by so notifying Tenant in writing. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall execute and return to Landlord (or such other party designated by Landlord) within ten days after written request therefor such documentation, in recordable form if required, as a Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease (including a subordination, non-disturbance and attornment agreement) or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease.

R. Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address hereinbelow, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the

Tenants Initials \_\_\_\_\_

Landlords Initials \_\_\_\_\_

Tenant.

To Landlord at: c/o Gallagher & Miersch, Inc.  
1390 Willow Pass Road, Suite 220  
Concord, CA 94520

To Tenant at: First 5 Solano Children and Families Commission  
3375, #10 Sonoma Blvd.  
Vallejo, CA 94590

S. Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a copy of Tenant's recent financial statement and a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as to modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed; and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrances of all or any portion of the real property of which the Premises are a part.

T. Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

#### **34. BROKERS.**

Tenant and Landlord represent and warrant to each other that the brokers named in the Fundamental Lease Provisions of this Lease are the only agents, brokers, finders or either parties with whom Tenant and Landlord has dealt who are or may be entitled to any commission or fee with respect to this Lease.

Landlord and Tenant hereby acknowledge that Gallagher & Miersch, Inc. represents Landlord herein, and Landlord and Tenant consent thereto.

**SEE YOUR ATTORNEY – THIS LEASE IS TO BE GIVEN TO YOUR ATTORNEY FOR REVIEW AND APPROVAL BEFORE YOU SIGN IT. BECAUSE EACH LEASE TRANSACTION IS UNIQUE, AND THE BUSINESS AND LEGAL CONCERNS OF EACH PARTY ARE UNIQUE, GALLAGHER & MIERSCH, INC. CANNOT AND DOES NOT MAKE ANY REPRESENTATION OR RECOMMENDATION CONCERNING THE LEGAL EFFECT, LEGAL SUFFICIENCY, OR TAX CONSEQUENCES OF THIS LEASE. THESE ARE QUESTIONS FOR YOUR ATTORNEY AND FINANCIAL ADVISORS.**

**IN ANY REAL ESTATE TRANSACTION IT IS RECOMMENDED THAT YOU CONSULT WITH A PROFESSIONAL, SUCH AS A CIVIL ENGINEER, INDUSTRIAL HYGIENIST OR**

Tenants Initials \_\_\_\_\_

Landlords Initials \_\_\_\_\_

**OTHER PERSON WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF ASBESTOS, HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS.**

LANDLORD AND TENANT have signed this Lease on the dates set forth below.

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

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

Landlord: Ogino, LLC

Tenant: The County of Solano/First 5 Solano  
Children and Families Commission

By: \_\_\_\_\_  
Victor Owen

By: \_\_\_\_\_  
Birgitta E. Corsello

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

Its: \_\_\_\_\_  
County Administrator

Tenants Initials\_\_\_\_\_

Landlords Initials\_\_\_\_\_

**ADDENDUM TO THE SHOPPING CENTER LEASE DATED MARCH 5, 2019  
BY AND BETWEEN OGINO, LLC, AS LANDLORD AND THE COUNTY OF  
SOLANO/FIRST 5 SOLANO CHILDREN AND FAMILIES COMMISSION AS TENANT  
FOR THAT CERTAIN PROPERTY COMMONLY KNOWN AS  
3375, #10 & #30 SONOMA BLVD., VALLEJO, CALIFORNIA 94590**

1. **Option to Renew:** (a) Provided that Tenant has fully, faithfully, and timely performed all the covenants, conditions, and obligations to be performed by Tenant under the terms of this Lease and has not at any time during the term of the lease or any extension thereof been in default and is not in default at the time of giving notice of extension thereof, Tenant is hereby granted and shall have the right and option to extend the term of this Lease for One (1) Five (5) year period. In order to exercise same, Tenant shall give Landlord written notice of Tenant's intent to exercise the option not less than one hundred eighty (180) days prior to the expiration of the initial term hereof. Failure to give the notice of exercise of the option within the time herein provided shall cause the said option to terminate. Upon giving the appropriate notice as herein provided, the term of this lease shall be extended on all terms and provisions hereof, except that the rental for the extended term shall be adjusted annually by the Consumer Price Index and in no event shall the annual increase in rent for the Five (5) year extended term be more than three percent (3%).
2. **Staff Parking:** Tenant shall have the exclusive right to have access and use of rear parking area for the purpose of staff parking.
3. **Use of Specialty Vehicles:** From time to time, Tenant shall be allowed to park specialty vehicles in parking lot located behind the building for the purpose of providing community services.
4. **Use of Adjacent Concrete Walkway:** From time to time, Tenant shall have the right to use the concrete walkway adjacent to the premises for community engagement activities.
5. **Security:** Landlord shall provide no less than one (1) security guard for the entire plaza, during Tenant's operating hours.
6. **Approvals:** The formal lease is subject to the approval of the Solano County Counsel's Office and the Solano County Board of Supervisors.
7. **Inspections:** Landlord shall be responsible for providing Tenant reports from an independent certified inspection agency verifying that all components included at Tenant responsibility in lease, including HVAC/air conditioning, are in good working condition. In addition, Lessor shall provide Tenant report verifying absence of asbestos or plan for asbestos remediation.
8. **CASp Certification:** The premises herewith leased under the terms of this lease has \_\_\_\_ has not X been inspected and certified by a CASp inspector.

Tenants Initials \_\_\_\_\_

Landlords Initials \_\_\_\_\_

**CONSULT YOUR ADVISORS:** This document (including its exhibits and addendums, if any) has been prepared by Broker for approval by the undersigned respective parties' legal counsel. Broker makes no representation or recommendation as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for an attorney or accountant.

**LANDLORD: Ogino, LLC**

**TENANT: The County of Solano/First 5  
Children and Families Commission Solano**

By: \_\_\_\_\_  
Victor Owen, Administrator

By: \_\_\_\_\_  
Birgitta E. Corsello

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

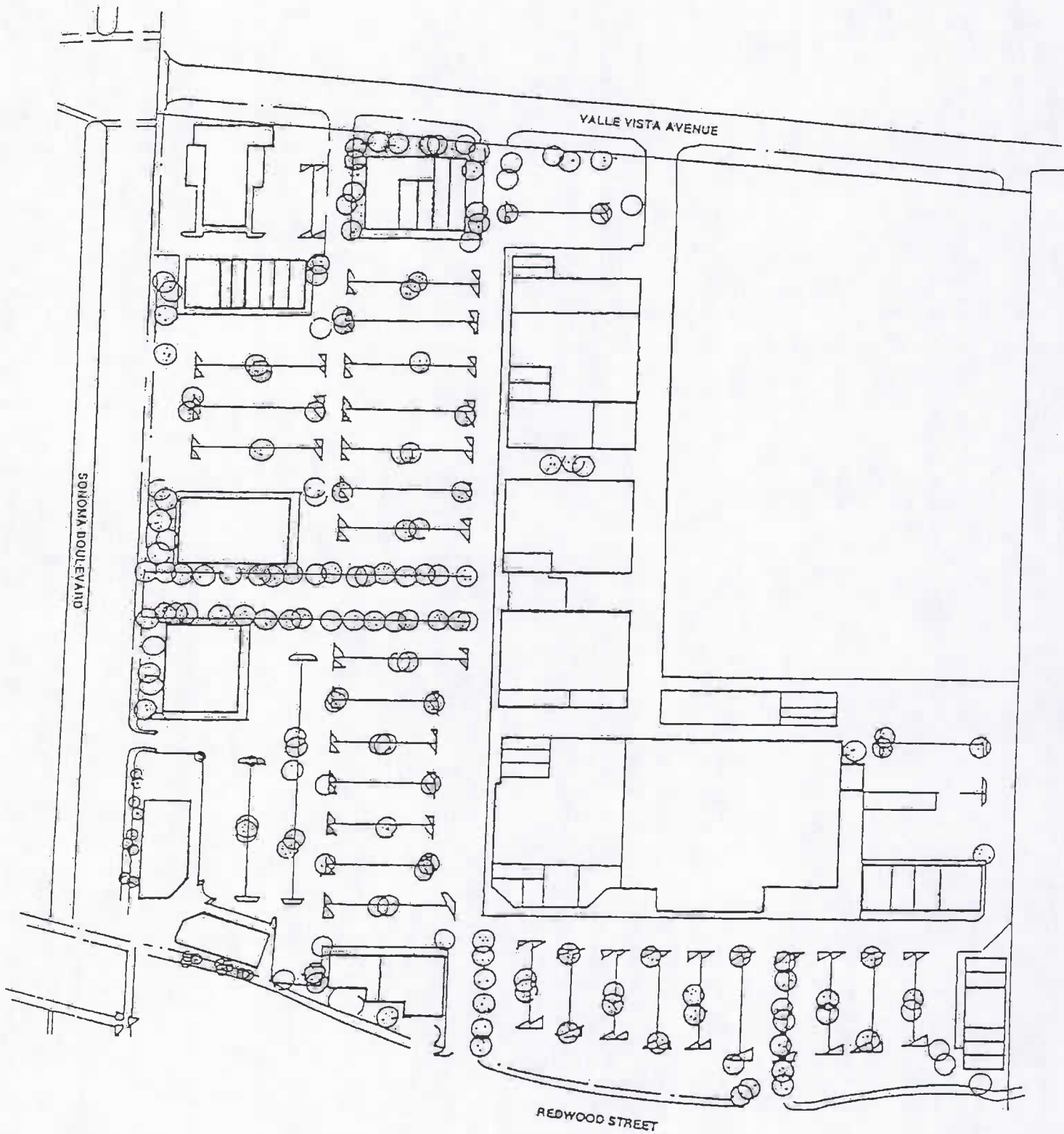
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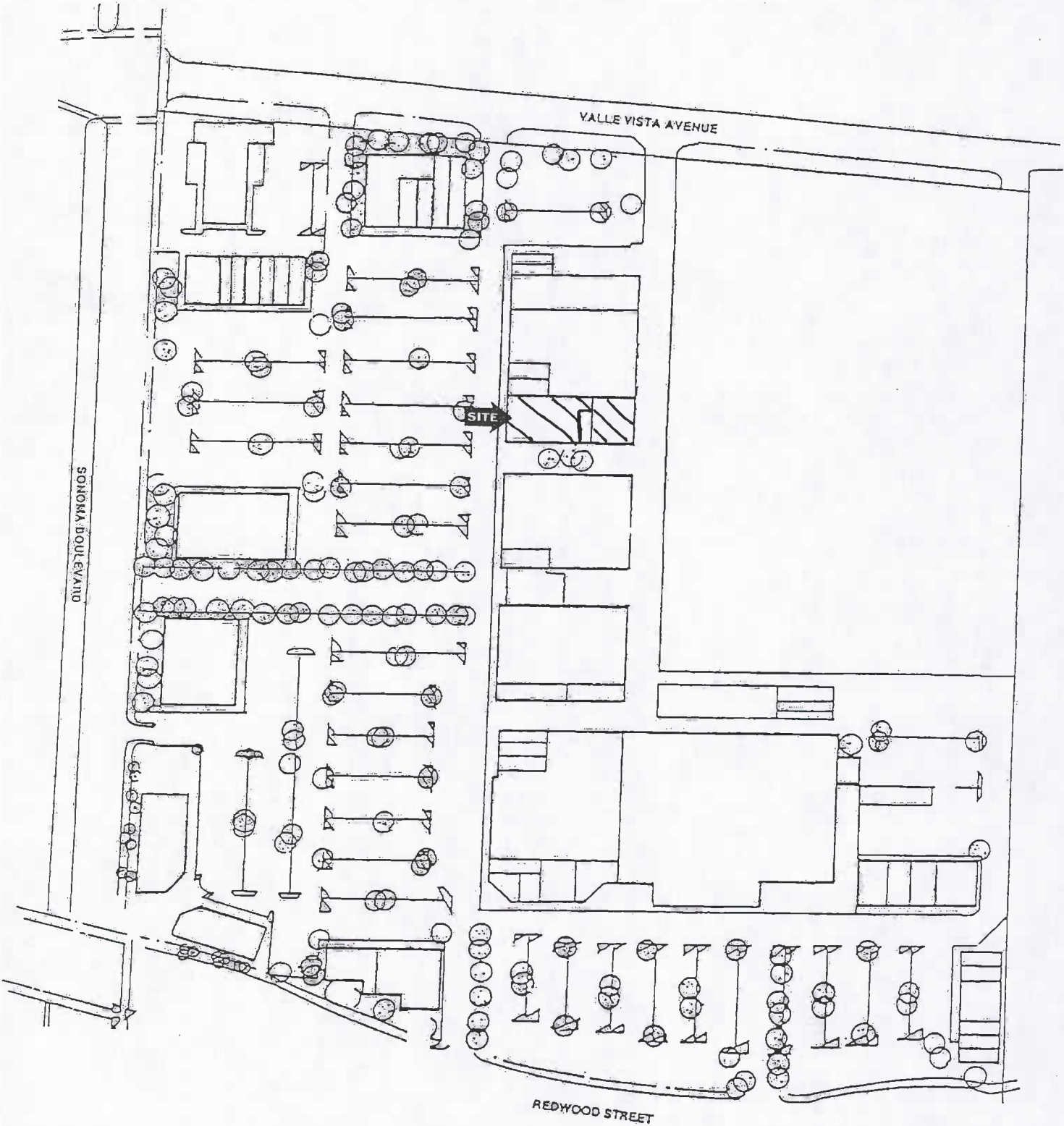
Tenants Initials\_\_\_\_\_

Landlords Initials\_\_\_\_\_

VALLEJO PLAZA SITE PLAN



VALLEJO PLAZA SITE PLAN





## **EXHIBIT "B" --- LANDLORD'S WORK**

### **LANDLORD'S WORK**

1. Landlord warrants that all standard building mechanical, electrical, HVAC, and plumbing systems are in good working order at the time Tenant takes occupancy of the premises. Landlord further warrants that the roof is free of any leaks at the time of Rental Commencement.
2. Landlord to make certain improvements to the leased premises, including but not limited to the installation of offices, bathrooms, other rooms, walls and partitions as shown by the Conceptual Floorplan (Exhibit B-1). Tenant shall supply Landlord with design documents and specifications prepared by a licensed Architect for a completion of Tenant Improvements. Such tenant improvements will be performed by Landlord, at Tenant's sole cost and expense. Landlord shall retain a licensed General Contractor to perform tenant improvements on behalf of Tenant. General contractor must utilize a labor scale to meet the "prevailing wage," as directed by the Department of Labor Relations, California Labor Code, for the area in which the property is situated. Tenant is solely responsible for total costs of tenant improvements, construction permits and a lender and insurance driven field inspection and supervision fee equal to 2% of total construction costs. Tenant shall approve all costs prior to work being authorized.
3. Tenant shall pay the full cost of the Work in advance within thirty (30) days before the Work is performed based upon the written estimates given by Landlord's contractors. To the extent any costs of Work were not included in any written estimates given by Landlord's contractors or excess work or overages are needed to complete the Work, Tenant shall pay the same to Lessor within thirty (30) days of demand by Lessor, if accompanied by a statement showing reasonable detail of such costs. At the conclusion of construction, a reconciliation of costs will be provided to Tenant. To the extent the costs of the Work are less than any written estimates or contracts for Work entered into between Landlord and Landlord's contractors, Landlord shall refund Tenant the difference within thirty (30) days.

### **TENANT'S WORK**

1. Tenant shall, at Tenant's sole cost and expense, perform all work, other than that to be performed by Landlord as set forth in this Exhibit, required to complete the Demised Premises in a finished condition ready for the conduct of business thereon. The Demised Premise shall be constructed in accordance with the plans and specifications as approved by Landlord by a licensed contractor in good quality, workmanlike manner, and Tenant agrees to pursue said construction diligently to completion, complying with all City, County and State ordinances, rules and regulations relating thereto.
2. Any work including cutting, venting or duct installation which involves cutting into the existing roof structure, or loading the roof structure, must be first approved by the Landlord, then hot mopped by a licensed roofing contractor after any such installation by Tenant. Tenant will be responsible for the expense of repairing any roof leaks resulting from said installations by Tenant.

Tenants Initials \_\_\_\_\_

Landlords Initials \_\_\_\_\_

### TENANT'S PLANS

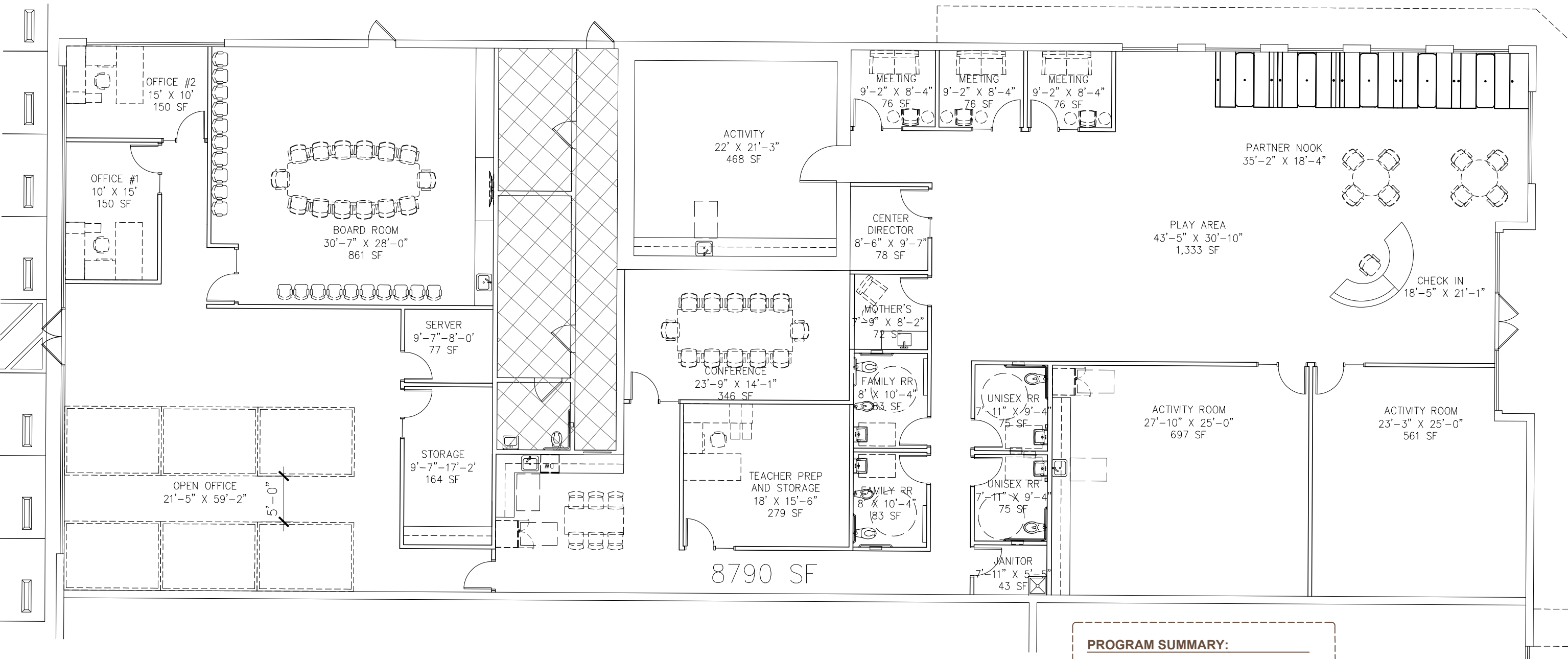
1. Tenant shall prepare the plans and specifications for the Demised Premises, to be approved by both parties, showing in detail the nature of the scope of the work to be done by Landlord and Tenant, respectively, as herein provided. The cost of such plans and specifications shall be borne by Tenant.
2. Within fifteen (15) days after execution of this Lease, Tenant agrees to coordinate Exhibit "B" requirements with Landlord, which shall include interior partitions, trade fixture plans, lighting, electrical outlets and telephone outlets (all in conformity with the heretofore set forth "Landlord's Work" and "Tenant's Work"). Said plans and specifications are subject to approval by Landlord. If the Landlord deems it necessary to make any changes or additions to the plans furnished by Tenant, Tenant shall confer with Landlord within five (5) days of notifications thereof and shall sign or initial amended plans incorporating the necessary changes as mutually agreed by Landlord and Tenant. If within the time periods specified, Tenant should fail to deliver Tenant's plans as herein specified to the Landlord, or agree on changes in Tenant's plans (such agreement to be evidenced by the signature or initials of Tenant and Landlord on the amended plans), Landlord shall have the right to terminate this Lease upon written notice to Tenant.
3. No work will begin until Landlord has approved Tenant's plans which will be reviewed in three (3) business days. Landlord must approve Tenant's contractors and subcontractors before any work begins. Tenant's contractors will not interfere with any other tenants in the shopping center.

### TENANT'S SIGNS

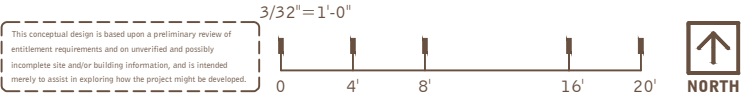
Tenant to furnish and install a sign in accordance with Paragraph 28 of the Lease and Exhibit "C" attached hereto. Sign face material and copy to be approved by Landlord prior to installation. All signs to comply with local sign ordinances.

Tenants Initials \_\_\_\_\_

Landlords Initials \_\_\_\_\_



PROGRAM SUMMARY:	
Private Offices:	6
Workstations:	6
Board Room:	1
Conference Room:	1
Activity Room:	3
Mother's Room:	1
Meeting Room:	3
Storage:	2



SCHEME:

SPACE PLAN - OPTION 2

FIRST 5  
SONOMA BLVD.

WARE MALCOMB

SNR19-6027-00  
02.19.2019

SHEET  
1

## Vallejo Plaza Shopping Center Sign Criteria

The following criteria shall govern all exterior sign work furnished and installed by Tenant, all of which shall be done at Tenant's sole cost and expense.

### Sign Criteria

1. The criteria will aid in eliminating excessive and confusing sign displays, preserve and enhance the appearance of the Shopping Center, safeguard and enhance property values, and will encourage signage which by good design is integrated with and is harmonious to the buildings and sites that it occupies.
2. Prior written approval of design, content, materials, colors, sizes, details, and location of signs must be obtained from Landlord. Tenant shall submit two (2) blue-line prints and samples of materials and colors to Landlord for approval prior to fabrication and erection of the signs. Landlord's approval may be withheld according to Landlord's sole discretion as to any aspect or feature not otherwise specified herein. The Landlord's approval of any sign or part of a sign, in no way sets a precedent for approval of future signs.
3. The Tenant shall pay for all signs and their installation and maintenance. The Tenant shall also obtain all necessary permits and approvals.
4. In no case shall flashing, moving or audible signs be permitted.
5. In no case shall the working of signs describe the products sold, prices, or any type of advertising except as part of the occupant's trade name or insignia.
6. No signs shall be permitted on canopy roofs or building roofs.
7. No sign or any portion thereof may project above the building or top of the wall upon which it is mounted.
8. No signs perpendicular to the face of the building shall be permitted, except as specified in item 15.
9. No exposed bulb signs are permitted.
10. No offsite signage shall be permitted.
11. No A-Frame signs are permitted.
12. No tenant free-standing signage.
13. All signs shall be installed and operational prior to Tenant opening for business.
14. Tenant shall maintain the sign in good working order and repair to include replacement of damaged letterers and burned out neon tubing at Tenant's sole cost and expense. In the event Landlord notifies Tenant of an existing defect and Tenant fails to cure said defect within ten (10) days after notification by Landlord, Landlord may cause the defect to be repaired. Tenant hereby agrees to reimburse Landlord for the cost of any such repair within ten (10) days after receipt of an invoice setting forth those costs incurred by Landlord.
15. Upon termination or expiration of this lease, Tenant hereby agrees to remove its sign and repair any holes and/or damage to the fascia at Tenant's sole cost and expense.
16. All signage must comply with City of Vallejo signage code.
17. Tenant will be given the use of the former tenant sign's.

### Design Requirements

1. One attached sign indicating the name for each occupancy shall be allowed. The color of the face of each sign shall be in keeping with the overall color scheme of the development.
2. Sign area shall be determined by the lineal frontage of each individual shop as follows:
  - (a) Width of sign, including logo, shall not exceed seventy (70) percent of shop's width.
  - (b) Total vertical sign height shall not exceed twenty-four inches (24"), including logo or first letter. Logo size shall not exceed 24" x 24". Logo defined as a letter, symbol or sign used to represent an entire word or words.
  - (c) Maximum letter height shall be limited to twenty inches (20"), other than first letter.
  - (d) Total size of signage shall not exceed 15 square feet.
3. All lettering shall be pan channel letters, fabricated from aluminum returns. A minimum of .063 aluminum for letter backs and 5" returns shall be required. Channel letters are acceptable only with interior neon illumination. Letter faces shall be fabricated from translucent plexiglas with a minimum 3/16" thickness. Plexiglas faces shall have a matte finish, factory "soft glow" or light sandblasted finish. Aluminum letters shall have a 3/4" trimcap at perimeter of letters secured by #6 x 1/2" sheet metal type-retaining screw painted a color selected by Shopping Center Architect.
4. Neon tubing shall be 3" on center or less.



5. Corner retailer may apply signage to only one side of corner.
6. All P-K housings or equivalent penetrations shall be made through the designated horizontal recessed metal band on building fascia. No exceptions.
7. Landlord shall provide at Landlord's expense within each Tenant's premises a lighting contractor which will be installed proximal to the rear building wall and exit door above the suspending ceiling. The contractor will be connected to the house electrical controls which shall include a photocell and master time clock system which shall be provided by the Landlord. The hours of sign illumination for the Shopping Center shall be subject to Landlord's control.
8. Tenant shall provide, at Tenant's cost, one (1) 20 amp circuit for each twenty (20) feet of store frontage, which such circuit(s) shall be connect to the utility supply servicing the demised premises.
9. Tenant shall submit load calculations to Landlord when submitting plans. The load calculations shall be subject to Landlord's written approval prior to installation.
10. Tenant's electrician and/or sign company shall connect Tenant's sign wiring to the contractor so that the sign will be dependent on the contractor. Electricity required for sign operation will be recorded on Tenant's electric meter and Tenant will be responsible for all associated electrical expense.
11. All signs and installation work must comply with all applicable building, electrical and other governmental codes and requirements.
12. All 5" returns are to be painted. Color to be selected by Shopping Center Architect.
13. All electrical signs shall bear the UL label and their installation must comply with all local building and electrical codes.
14. Raceways, cross overs or conduits shall be permitted.
15. No exposed neon lighting shall be used on signs, symbols, or decorative elements.
16. All conductors, transformers, cross overs, and other equipment shall be concealed behind building fascia.
17. All sign fastenings, bolts, and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze. No black iron of any type will be permitted.
18. All exterior letters or signs exposed to the weather shall be mounted at least three fourths inch (3/4") from the building to permit proper dirt and water drainage.
19. Locations of all openings for conduit and sleeves in sign panels of buildings shall be indicated by the sign contractor on drawings submitted to Landlord. Installation shall be in accordance with Landlord's approved drawings.
20. No signmaker's labels or other identification will be permitted on the exposed surface of signs, except those required by local ordinance which shall be located in an inconspicuous location.

#### Door Signage

1. Decals, signs or other displays identifying Tenant's hours of business, telephone number, and products or service designations to be affixed to the side light at the strike side of entry door of the demised premises. In all events, any such items shall be confined to one single space no larger than one square foot in area at each entrance to the demised premises and shall not contain any sale, special announcement or other temporary information or advertising. Two or more doorways in close proximity to each other shall constitute one entrance.
2. Each Tenant who has a rear door for receiving merchandise shall have uniforming applied on said door in a location, as directed by the Landlord two inch high block letters identifying occupant's name and address. Where more than one occupant uses the same door, each name and address shall be applied. Letters shall be furnished and installed by Landlord.
3. Landlord shall install vinyl self-adhesive street address numbers on Tenant's storefront door.

#### Grand Opening Signage

Tenant shall be allowed to display "Grand Opening" signage at the demised premises, subject to Landlord's sole discretion and prior written approval, for a four week period immediately following the date Tenant opens its doors to the public for business.



EXHIBIT "D" - ACKNOWLEDGEMENT OF ACCEPTANCE OF PREMISES

This Acknowledgement is made as of \_\_\_\_\_, with reference to that certain Lease Agreement (hereinafter referred to as the "Lease") dated March 26, 2019, by and between Ogino, LLC as "Landlord" therein, and The County of Solano on behalf of its First 5 Solano Children and Families Commission, as "Tenant."

The undersigned confirm the following

That Tenant accepted possession of the Demised Premises (as described in said Lease) upon the later of delivery of space per Exhibit B and issuance of an occupancy permit by the City of Vallejo or July 1, 2019 and acknowledges that the Premises are as represented by Landlord and in good order, condition and repair, and that the improvements, if any, required to be constructed for Tenant by Landlord under this Lease have been so constructed and are satisfactorily completed in all respects.

LANDLORD ACKNOWLEDGEMENT

TENANT

Ogino, LLC

The County of Solano/First 5 Solano  
Children and Families Commission

By: \_\_\_\_\_  
Victor Owen

By: \_\_\_\_\_  
Birgitta E. Corsello

Its: Administrator

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

ACKNOWLEDGEMENT OF COMMENCEMENT

1. That all conditions of said Lease to be performed by Landlord prerequisite to the full effectiveness of said Lease have been satisfied and that Landlord has fulfilled all its duties of an inducement nature.
2. That, in accordance with provisions of Section 5 of said Lease, the commencement date of the term is upon the later of delivery of space per Exhibit B and issuance of an occupancy permit by the City of Vallejo or July 1, 2019, and that, unless sooner terminated, the original term thereof expires Five (5) years from Term Commencement. The date of commencement is \_\_\_\_\_.
3. That the Lease is in full force and effect and that the same represents the entire agreement between Landlord and Tenant concerning said Lease.
4. That there are no existing defenses which Tenant has against the enforcement of said Lease by Landlord and no offsets or credits against rentals.
5. That the minimum rental obligation of said Lease shall be in effect and that all rentals, charges and other obligations on the part of Tenant under said Lease commence to accrue upon the later of delivery of space per Exhibit B and issuance of an occupancy permit by the City of Vallejo or July 1, 2019.

Tenants Initials \_\_\_\_\_

Landlords Initials \_\_\_\_\_

6. That the undersigned Tenant has not yet made any proper assignment, hypothecation or pledge of said Lease or of the Rents hereunder.

LANDLORD ACKNOWLEDGEMENT

Ogino, LLC

By: \_\_\_\_\_  
Victor Owen

Its: Managing Member

DATE: \_\_\_\_\_

TENANT

The County of Solano/First 5 Solano  
Children and Families Commission

By: \_\_\_\_\_  
Birgitta E. Corsello

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

DATE: \_\_\_\_\_

Tenants Initials\_\_\_\_\_

Landlords Initials\_\_\_\_\_



## EXCLUSIVES/RESTRICTIONS

BEST COLLATERAL. Pawn Shop.

BIG 5. No portion of the Shopping Center except Parcel B (Big 5) shall be used for the primary purpose of conducting thereon a retail store selling primarily sporting goods.

CHECK'N GO OF CALIFORNIA. 2. Restrictive Covenants: Notwithstanding anything to the contrary in the Lease, Landlord covenants and agrees that, for so long as the Lease in the effect, Landlord shall not lease or rent any portion of the Center to any business which engages in, or permit any presentment services, check cashing, small loans or the advancing of money secured by the customer's personal check. In the event of breach of this restriction by Landlord, Tenant shall not be required to pay any further rent to Landlord under the Lease for the duration of such breach, Tenant shall have the option to terminate the Lease upon sixty (60) day's prior written notice to Landlord.

EMPIRE BUFFET. From and after the date of the Lease, Landlord shall not execute any Lease for space in the Center pursuant to which Landlord authorizes the use of the Premises demised by the Lease primarily for the display and sale at retail of any of the following goods and services "Chinese Buffet" style restaurant.

MAGIC CLEANERS. Lessor covenants and agrees that during the term of the Lease, including any extension thereof, Lessor shall not lease any portion of the Shopping Center to any other business that will operate a dry cleaning plant.

OKURA, DR. A. No competing business (optical, optometry, ophthalmology) shall be allows to operate within Vallejo Plaza during tenant's Lease terms without prior approval by Tenant.

Planet Fitness. Provided Tenant has not been in default of the terms of the lease beyond applicable cure period after written notice, Landlord will not lease space which Landlord owns in the center to another Tenant whose business involves the operation of a health/physical fitness club in the shopping center, and in real property or an affiliate located within 3 miles of the Premises. Further, Tenant shall have the exclusive rights in space that Landlord owns in the Shopping Center with regard to tanning. Landlord owns those areas within the Shopping Center cross-hatched on Exhibit A-2.

PRETTY NAILS. Lessor covenants and agrees that during the term of the Lease, Lessor shall not use, lease or permit the use of any portion of the Shopping Center as now or hereafter existing, to any other business providing nail salon only services.

Ross Prohibited Uses. Tenant has entered into this Lease in reliance upon representation by Landlord that Landlord's Parcel shall remain retail in character, and, further, no part of Landlord's Parcel shall be used for office uses [in excess of ten percent (10%) of the total Leasable Floor Area in the Shopping Center] or residential purposes or as a theater [within five (500) feet of the front and side perimeter walls of the Store], auditorium, meeting hall, school, church or other place of public assembly, "flea market," gymnasium, veterinary services, overnight stay pet facilities, health club [within two hundred fifty (250) feet of the front and side perimeter walls of the Store], dance hall, billiard or pool hall [within five hundred (500) feet of the front and side perimeter walls of the Store], massage parlor, video game arcade, bowling alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles, night club, adult products, adult books or adult audio/video products (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale rental to children under the age of majority in the state in which the Store is located because such inventory explicitly deals with or depicts human sexuality). No ATM or similar machine shall be permitted in the Shopping Center within one hundred (100) feet of the front and side perimeter walls of the Store. A "High Intensity Parking User" is a tenant or occupant whose use requiring more than five (5) parking spaces per one thousand (1,000) square feet of Leasable Floor Area in accordance with either customary shopping center practices or governmental regulations, whichever has a higher parking requirement. The foregoing use restrictions are referred to herein as the Ross Prohibited Uses."

SEAFOOD CITY. "no other portion of the Shopping Center will be used for the purpose of selling, serving or handling Food for off premises consumption; provided, however, the Lessor shall not be in breach of the covenant or any of its other obligations hereunder if other tenants or

EXHIBIT E

Tenant Initials \_\_\_\_\_

Landlord Initials \_\_\_\_\_



occupants of the Shopping Center sell Food as segregated for the sale of Food (an “Incidental Use”).”

SPRINT. Landlord covenants that during the Lease Term, no space in the building of which the Demised Premises are a part, identified in red in Exhibit “A”, shall be used for (i) the retail sale or display of electronic equipment and components, including, but not limited to, all types of telecommunication and transmitting equipment, computers and related accessories, and audio/video equipment and accessories; or (ii) the connection, installation, sale, display or promotion of off-premises [internet, on-line, broadband, narrowband, DSL, cable modem, satellite] access services, access devices or related goods, services, equipment, or accessories which enable or utilize connection to what is commonly known today as the “internet” or any enhancement thereof or successor thereto (the “Protected Merchandise”).

THE UPS STORE. Lessee covenants and agrees that during the term of the Lease, including any extension thereof, Lessor shall not use or lease to any tenant under 3,000 square feet as their primary business: Mail box rental, parcel and shipping services, keys, western union, and metered mail.

WASH CLUB. With the exception of the properties leased by Seafood City, and the properties subleased by Seafood City to other tenants, Landlord agrees not to lease any other space in Vallejo Plaza to another competing self-service laundromat.

WESTERN DENTAL. No other space in subject center (except for two existing dentists at lease signing) will be used for general dental, orthodontic, specialty dental or oral surgery purposes during term of lease, including extensions.

EXHIBIT E

Tenant Initials\_\_\_\_\_

Landlord Initials \_\_\_\_\_

## RULES AND REGULATIONS

Landlord hereby establishes the following rules and regulations for the safety, care and cleanliness of (i) the store areas (hereinafter referred to as the "demised premises") of any tenant or tenants of the Center (hereinafter referred to as the "tenant"); (ii) the common area; and (iii) the Center in general, or for the preservation of good order as provided in Article 17 of the Lease:

### A. FOR THE STORE AREAS:

1. All floor areas of the demised premises (including vestibules, entrances, and air returns), doors, fixtures, windows, and plate glass shall be maintained in a clean, safe and good condition.
2. All trash, refuse, and waste materials shall be stored in adequate containers and regularly removed from the demised premises. These containers shall not be visible to the general public and shall not constitute a health or fire hazard, or a nuisance to any other tenant. In the event that any tenant shall fail to remedy such a health or fire hazard, or nuisance, within five (5) days after written notice by Landlord, Landlord may remedy and/or correct such health or fire hazard or nuisance at the expense of the tenant involved.
3. No portion of the demised premises shall be used for lodging purposes.
4. Neither sidewalks nor walkways shall be used to display, store, or place any merchandise, equipment or devices, except in connection with sidewalk sales held with Landlord's prior written approval. The roof of the demised premises shall not be used for the storage of merchandise or equipment.
5. No public telephone, newsstand, shoe shine stand, refreshment, vending or other coin-operated machine shall be installed or placed on the sidewalk or walkway area adjacent to the demised premises or on the common areas without Landlord's prior written approval in each instance.
6. No person or persons shall use the demised premises, or any part thereof, for conducting therein a second-hand store, auction, distress or for sale or bankruptcy sale, or "going-out-of-business" sale or "lost our lease" sale without Landlord's prior written consent.
7. No portion of the demised premises shall be used for the storage of any merchandise, materials or other properties, other than those reasonably necessary for the operation of a tenant's business. Landlord may, from time to time, inspect the demised premises to insure compliance with the foregoing provisions.
8. Tenant shall not black out or otherwise obstruct the windows of the demised premises by signage or otherwise, without Landlord's prior written consent. The hours of the lighting display windows shall be from dusk until 11:00 p.m.
9. If a tenant provides its customers with the use of shopping carts and/or baskets, such tenant shall be responsible for causing said carts and/or baskets to be stored only in areas designed by Landlord. If such tenant fails to routinely collect and store said carts as necessary (at least twice on a daily basis), Landlord may assume the responsibility of same and may bill the tenant involved on an estimated monthly basis for such service.

### B. FOR THE COMMON AREAS:

1. All tenants and their authorized representatives and invitees shall use any roadway, sidewalk, walkway, or mall (including the enclosed mall, if any) only for ingress and egress from the stores in the Center. Use of the common areas shall be in an orderly manner in accordance with directional or other signs or guides. Roadways shall not be used at a speed in excess of ten (10) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. Walkways, sidewalks and malls (including the enclosed mall, if any) shall be used only for pedestrian travel.
2. All tenants and their authorized representatives and invitees shall not use the parking areas for anything but parking motor vehicles. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, Landlord can impose any and all controls Landlord deems necessary to operate the parking lot including but not limited to the length of time for parking use. Currently the parking of vehicles used by tenant and tenant's employees shall be restricted to the center of the parking lot of the shopping center or any area designated by the Landlord now or in the future.
3. No person shall use any utility area or truck loading area reserved for use in conducting business, except for the specific purpose for which permission to use these areas has been given.



4. No person shall use any automobile parking areas except for the parking of passenger vehicles during the period of time such person or the occupants of such vehicles are customers or business invitees of the retail establishments within the shopping center. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking spaces.

5. No employee shall use any area for motor vehicle parking except the area specifically designated for employee parking. No tenant shall designate an area for employee parking except the area designated in writing by Landlord.

6. Without the prior written consent of Landlord, no person shall use any of the common areas for:

(a) Vending, peddling or soliciting orders for sale or distributing of any merchandise, device, service, periodical, book, pamphlet, or other matter;

(b) Exhibiting any non-professional sign, placard, banner, notice or other written material;

(c) Distributing any circular, booklet, handbill, placard, or other material;

(d) Soliciting membership in any organization, group, or association, or soliciting contributions for any purpose;

(e) Solicit signatures on any petition or for any other purpose, disseminate any information in connection therewith, or distribute any circular, booklet, handbill, placard, or other material which has no relationship to any purpose for which the shopping center was built or is being used;

(f) Parading, patrolling, picketing, demonstrating, rallying or engaging in conduct that might interfere with or impede the use of the common areas, create a disturbance, attract attention, or harass, annoy, disparage or be detrimental to any of the business establishments in the Center;

(g) Using any portion of the common areas for any purpose when none of the business establishments in the Center is open for business;

(h) Discarding any paper, glass, or extraneous matter of any kind, except in designated receptacles;

(i) Except for normal and customary sound devices for Tenant's drive-thru facilities, using a sound-making device or produce in any manner, noise that is grossly annoying, distasteful or unpleasant to the general public, any other tenant, occupant, or adjacent resident; or

(j) Defacing, damaging any sign, light standard, or fixture, landscaping material or other improvement or property within the Center or the property of customers, business invitees, or employees situated within the Shopping Center.

The above listing of specific prohibitions is not intended to be exclusive, but is intended to indicate the manner in which the right to use the common areas solely as a means of access and convenience in shopping at the business establishments in the Center is limited and controlled by Landlord and the tenant of the Shopping Center.

7. Landlord shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Shopping Center or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the rules and regulations set forth above.

8. Landlord reserves the right to change these Rules and Regulations, and to make such other Rules and Regulations as in its judgment may from time to time be necessary for the safety and cleanliness of, and for the preservation of good order in and the efficient operation of the Shopping Center.

