

## **LEASE AGREEMENT**

This LEASE AGREEMENT (this "Lease") is dated August 18, 2022, and is entered into by and between SAN MATEO COUNTY HARBOR DISTRICT, a political subdivision of the State of California ("Landlord"), and Melissa McGuirk, operating as a sole proprietorship ("Tenant"). Landlord and Tenant are referenced in the aggregate as the "Parties" and sometimes, when a provision applies to one of them individually, each as a "Party."

### **Recitals**

A. Landlord is the owner of that certain real property located at 504 Avenue Alhambra, El Granada, California located in the San Mateo County Harbor District, County of San Mateo, State of California, Assessor's Parcel Number 047-204-120 (the "Property"); and

B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord certain premises located in the Property identified as Suite 100 A (approx. 800 sq. ft.) and more particularly shown on Exhibit A hereto (the "Premises") upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, Landlord and Tenant agree as follows:

### **Agreement**

1. Premises.

a. Lease Terms and Conditions. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, upon and subject to the following terms and conditions.

b. As Is Condition. Tenant accepts the Premises in an "As Is, Where Is, With All Faults" condition without representation or warranty, express or implied, and subject to all matters of record, and acknowledges and agrees that Landlord shall not be under any obligation to make or cause to be made any improvements to the Premises (including without limitation improvements that may be required by any laws, regulations or ordinances, whether in effect as of the Commencement Date (as defined below), or enacted or made effective after the Commencement Date). For the avoidance of doubt, Landlord makes no representation or warranties of any kind with respect to any improvements or physical conditions on the Premises. Tenant shall rely solely on Tenant's own inspection and examination of such improvements and physical conditions and not on any representations of Landlord, whether express or implied.

c. Common Areas. For the term of this Lease, Tenant shall have the non-exclusive right to use common areas of the Property, which includes parking and the garage level restroom facilities, that are intended and designated by Landlord from time to time for use by all tenants of the Property or by the general public (the "Common Areas"); provided, however, that Landlord shall have the right to revoke access to the Common Areas if Tenant does not comply at all times with all rules and regulations promulgated by Landlord or Landlord's General Manager for the Common Areas. Landlord may alter, expand, or reduce the Common Areas at any time without consent or

notice to Tenant, provided that Tenant's access to the Premises is not substantially and adversely affected.

d. CASp Inspection. Tenant acknowledges that (i) the lease of the Premises by Tenant pursuant hereto shall be on an "as is" basis, (ii) neither Landlord nor any employee, representative or agent of Landlord has made any representation or warranty with respect to the Premises or any other portion of the Project, and (iii) Landlord shall have no obligation to improve or alter the Premises or Project. The subject leased premises have not been inspected by a Certified Access Specialist ("CASp"). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy; of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

## 2. Use of Premises.

a. Permitted Uses. Tenant shall use and occupy the Premises solely for the purpose of operating a hair salon, including related administrative office uses, and for no other purpose (the "Tenant Operations"). Tenant's business shall be established and conducted throughout the term hereof in a first-class manner. Tenant shall not use the Premises for, or carry on, or permit to carry on, any offensive noisy or dangerous trade, business, manufacture or occupation nor permit any auction sale to be held or conducted on or about the Premises. Tenant shall not do or suffer anything to be done upon the Premises, which will cause structural injury to the Premises, the Property, or any improvements thereon. The Premises shall not be overloaded with heavy machinery or equipment, and no machinery, apparatus or other appliance shall be used or operated upon the Premises which will in any manner injure, vibrate or shake the Premises, or any other improvements on the Property. No use shall be made of the Premises which will in any way impair the efficient operation of the sprinkler system or emergency systems (if any) within the building containing the Premises. Tenant shall not knowingly use or permit the use of the Premises or any part thereof for any purpose which will increase the existing rate of insurance policy covering the Premises or the Property or cause a cancellation of any insurance policy covering the Premises or Property or any part thereof. If any act on the part of Tenant or use of the Premises by Tenant shall cause, directly or indirectly, any increase of Landlord's insurance expense, Tenant shall pay said additional expense to Landlord upon receipt of Landlord's demand. No such payment by Tenant shall limit Landlord in the exercise of any other rights or remedies or constitute a waiver of Landlord's right to require Tenant to discontinue such act or use.

b. Cooperation Among Tenants. Tenant shall conduct its operations and cooperate with Landlord and all other tenants of Landlord who are operating in the vicinity of the Premises so as to avoid interference with the operations of the Property or the other tenants. If the operations of Tenant are impaired or interrupted because of any acts or omissions of any other tenant of the Property, the Landlord shall not be liable for any

claims, damages, costs or expenses, (including attorneys' fees and costs) arising from the acts or omissions of any other tenants.

c. Continuous Operation. Tenant shall continuously and diligently operate its business on the Premises throughout the Term and shall keep or cause the Premises to be kept open to the public for business, consistent with sound business practice, for not less than five (5) days per week each week of the year, normally observed California state, federal and local holidays excepted; provided, however, that the Premises may be closed temporarily at reasonable times due to severe weather and safety conditions. Reasonable temporary closures of the Premises will be permitted upon two weeks' notice to Landlord for periodic cleaning of the Premises, taking inventory, or on account of strikes, lockouts, government-ordered shutdowns related to pandemics, or for similar causes beyond the reasonable control of Tenant.

d. Compliance with Laws. Notwithstanding the foregoing Section 2(a), Tenant shall not cause or permit the Premises to be used in any way that: (i) constitutes a violation of any law, ordinance, or governmental regulation or order regulating the manner of use by Tenant of the Premises (including, without limitation, any law, ordinance, regulation or order relating to Hazardous Materials (as described in Section 2(e) hereof), (ii) constitutes a nuisance or waste, or (iii) increases the cost of any insurance related to the Premises paid by Landlord. Tenant shall obtain, at its sole cost and expense, all governmental permits, licenses and authorizations of whatever nature required by any governmental agencies having jurisdiction over Tenant's use or improvement of the Premises. Further, Tenant, at its sole cost and expense, will comply with all rules and regulations promulgated by Landlord, and make all improvements to the Premises that may be required by law, whether in effect as of the Commencement Date, or enacted or made effective after the Commencement Date.

e. Hazardous Materials. Except for hair care products typically used in a hair salon, to the extent such supplies or products are used in the ordinary course of business, in the manner for which they were designed, in accordance with applicable laws, and in such amounts as may be typical for the type and scale of hair salon operations to be conducted by Tenant in the Premises, Tenant shall not cause or permit any Hazardous Materials to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises or the Property by Tenant, Tenant's subtenants and/or assignees and their respective agents, employees, contractors, sub-lessees or invitees (collectively, the "Tenant Parties"). In the event of a breach of the covenant contained in the immediately preceding sentence, or in the event Hazardous Materials are otherwise caused to be located in, on, under or about the Premises or Project by Tenant, any of its subtenants, or any of their respective employees, agents, representatives, contractors, licensees or invitees, Tenant shall be solely responsible for and 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, diminution in valuation of the Premises or Project, and sums paid in settlement of claims and for reasonable attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of any contamination directly or indirectly arising from the activities which are the basis for such breach. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work. Tenant shall promptly take all

actions, at its sole cost and expense, as are necessary to return the Premises and/or Project to the condition existing prior to the introduction of any such Hazardous Materials, provided Landlord's approval of such actions shall first be obtained and Tenant shall fully cooperate in connection with any such clean-up, restoration or other work, at Tenant's sole cost and expense. Furthermore, Tenant shall immediately notify Landlord of any inquiry, test, investigation or enforcement proceeding by or against Tenant or the Premises concerning the presence of any Hazardous Materials. Tenant acknowledges that Landlord, at Landlord's election, shall have the sole right, at Tenant's sole cost and expense, to negotiate, defend, approve and appeal any action taken or order issued by any governmental authority with regard to any Hazardous Materials contamination which Tenant is obligated hereunder to remediate. The covenants of Tenant under this Section shall survive the expiration of the Term or earlier termination of this Lease. As used in this Lease, the term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons, and including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including, without limitation, the California Health and Safety Code and/or under the Comprehensive Environmental Response, Compensation and Liability Act, 42. U.S.C. §9601, et seq.

f. Nondiscrimination. Tenant shall not unlawfully discriminate, harass or allow discrimination or harassment against any employee or applicant for employment on the basis of race, color, religious creed, citizenship, political activity or affiliation, national origin, ancestry, disability (physical or mental) including HIV and AIDS, marital status, age (40 and above), medical condition (including but not limited to cancer diagnoses or any genetic characteristics), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Tenant shall not unlawfully discriminate, harass or allow discrimination or harassment against customers on the basis of race, color, religious creed, citizenship, political activity or affiliation, national origin, ancestry, disability (physical or mental) including HIV and AIDS, marital status, age (40 and above), medical condition (including but not limited to cancer diagnoses or genetic characteristics), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions) or any other characteristics protected under federal, state, or local laws.

### 3. Parking.

Tenant Parties are permitted to park in unreserved, unassigned parking spaces in the designated parking area adjacent to the Premises on a first-come, first-served basis (it being understood that Landlord shall not be obligated to provide a minimum number of parking spaces to the Tenant Parties). Landlord shall not be obligated to, but may in its

sole discretion, monitor use of such parking spaces, restrict any vehicles from entering the parking facilities, install any signs on the Property, or reserve or mark the parking spaces on the Property as handicap accessible parking spaces or for any other purpose. It is understood that rules and regulations with respect to parking may be established and amended by Landlord, in Landlord's sole discretion, from time to time. The use by Tenant Parties of the parking facilities of the Property shall be on the terms and conditions set forth herein as well as in the established parking rules and regulations. Landlord shall not be responsible to Tenant for the violation or non-performance by any other tenant or occupant of the Property of any of the established parking rules and regulations. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant Parties to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described herein or in the established parking rules and regulations, then Landlord shall have the right, without prior notice to the Tenant Parties or the vehicle owner, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord and/or to rescind the parking rights of the offender. Parking areas may be leased by, added to, enlarged or established by Landlord for parking and any such addition to a then parking area or any new parking area so established by Landlord for the purpose of use under this Section 3 shall during the time of their respective use under the provisions of this Section 3 be considered as part of the parking-area and shall be subject to all of the provisions of this Section 3.

4. Term.

The term of this Lease shall commence on August 18, 2022 (the "Commencement Date") and shall expire at 12:00 AM (midnight) on September 30, 2027 (the "Initial Term"). By written agreement, the General Manager of Landlord and Tenant may extend the Initial Term for an additional term not to exceed five (5) years (the "Additional Term"); Tenant shall give Landlord written notice of its intent to exercise its extension right at least four (4) months prior to the expiration of the then-current term. As used in this Lease, the "Term" means, collectively, the Initial Term, and the Additional Term (if applicable). Upon the expiration of the Term, or earlier termination of this Lease, Tenant shall remove all of its personal property, including trade fixtures, and if Tenant does not do so, Landlord may, at Tenant's sole cost, do so and may dispose of such property in any manner without liability to Tenant and Tenant hereby waives all statutes and other laws to the contrary.

5. Taxes.

a. Personal Property Taxes. Tenant shall be liable for and pay, before delinquency, all taxes assessed against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant Parties (collectively, the "Tenant's Personal Property"). Tenant shall use commercially reasonable efforts to have taxes on Tenant's Personal Property levied directly on Tenant and separately from the Premises, Property of Landlord. If any such taxes on Tenant's Personal Property are levied on Landlord, the Property or the Landlord's property, or if the assessed value of the Premises or the Property is increased by the inclusion therein of a value placed upon such Tenant's

Personal Property, Tenant shall reimburse Landlord in the full amount of the taxes for the Tenant's Personal Property paid by Landlord within (30) days after Tenant receives a written invoice from Landlord for such personal property taxes together with reasonable evidence showing the amount of personal property taxes paid by Landlord.

b. Possessory Interest Taxes. Tenant acknowledges that this Lease and Tenant's interest hereunder constitutes a possessory interest subject to property taxation, and as a result Tenant is required to pay possessory interest taxes (a property tax) levied on that interest. Tenant shall pay such taxes, when due, to the levying authority.

6. Utilities.

Lessee agrees to pay \$160 per month, in addition to the base monthly rental set forth in Item 7, for Lessee's proportionate share of the Lessor's operating expenses, including utility and service costs, and common area maintenance. Lessee's share is based on the ratio of the square footage of the Premises to the total square footage of the rental space of the entire property of which the Premises are a part.

7. Rent.

a. Amount; Adjustments. Commencing on the Commencement Date, Tenant shall pay Landlord in advance, without offset, deduction, notice or demand, monthly rent of \$2060.00 (the "Rent Amount"), on or before the first day of each and every calendar month during the Term. Commencing on September 1, 2023, each subsequent year, the rent shall increase by the percentage increase in the Consumer Price Index, All Urban Consumers ("CPI-U") for San Francisco-Oakland-Hayward, during the calendar year ending with the most recent year that has been published by the U.S. Department of Labor, Bureau of Labor Statistics not to exceed 8 percent (8%). In the event that the CPI-U for the calendar year is negative, no adjustment to rent shall be made for the subsequent year. Landlord shall notify Tenant in writing of the adjusted Rent Amount on the dates set forth in the immediately preceding sentence. Tenant shall continue paying rent at the non-adjusted rate until Tenant receives such notice from Landlord, at which point Tenant shall, within ten (10) days of receipt of such notice, pay the full amount of any unpaid Rent Amount adjustments accrued between the date Tenant received such notice and the most recent adjustment date. The Rent Amount for any period which is less than one month shall not be prorated, and Tenant shall pay the full rent amount for any portion of a month. Tenant agrees to pay all other amounts, if any, required to be paid hereunder as and when same are due as hereinafter provided in this Lease.

b. Address for Payment. Rent shall be paid to Landlord at Landlord's address set forth in Section 22 below, without deduction or offset, in lawful money of the United States of America or to such other place as Landlord may from time to time designate in writing.

8. Security Deposit.

Concurrently with Tenant's execution and delivery of this Lease, Tenant shall deposit with Landlord the sum of \$2,100.00 (the "Security Deposit"). Such amount shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease. Landlord may use the Security Deposit, or any portion of it, to cure Tenant's default or to compensate Landlord for any damage sustained by Landlord resulting from Tenant's default under this Lease. Tenant shall not be entitled to,

and Tenant hereby specifically waives any requirement that Landlord pay interest on the Security Deposit. Tenant hereby waives all statutes and laws governing the use of such Security Deposit and agrees that this Section 8 shall govern in lieu thereof. In the event Tenant has substantially performed all of the terms and conditions of this Lease throughout the Term, upon Tenant's vacating the Premises in the condition required by this Lease, the Security Deposit shall be returned to Tenant.

9. Lease Guaranty.

Concurrently with Tenant's execution and delivery of this Lease, and as a condition to Landlord's performance under this Lease and Tenant's rights under this Lease, Melissa McGuirk and Tom McGuirk, will benefit from Landlord entering into this Lease, shall execute and deliver to Landlord a lease guaranty in the form attached hereto as Exhibit "B".

10. Late Charges; Interest.

Tenant acknowledges that late payment of rent or other sums due under this Lease will cause Landlord to incur costs, the exact amount of which will be difficult to ascertain; accordingly, if any installment of rent or any other sum due from the Tenant is not received by Landlord within five (5) days of the date on which it is due under this Lease, Tenant shall pay to Landlord, as additional rent, the sum of five percent (5%) of such overdue amount as liquidated damages. In addition, after rent payments are five (5) business days delinquent, the Tenant shall pay Landlord any attorneys' fees or notice/process service fees incurred by Landlord by reason of Tenant's failure to pay rent or other charges when due hereunder. In addition, all unpaid amounts shall accrue interest from the date due in an amount equal to the lesser of the maximum rate allowed by law or 5% per annum until paid. Landlord's acceptance of any late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease, at law or in equity.

11. Alterations.

No structure, sign or other improvement of any kind shall be constructed in the Premises or Property by any of the Tenant Parties without the prior written approval of Landlord in each case. Approval may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. In making any approved improvements or alterations, Tenant shall comply with all applicable laws, including without limitation prevailing wage laws (California Labor Code Sections 1720 et seq.), and shall defend, indemnify and hold Landlord as well as Landlord's members, officers, directors, contractors, subcontractors, agents, and employees, harmless from and against any and all claims by contractors and subcontractors or their respective members, officers, directors, agents, and employees, including without limitation with respect to prevailing wages. No approval by Landlord of any plans or specifications shall constitute (i) approval of architectural or engineering sufficiency or representation, or (ii) warranty by Landlord as to the adequacy or sufficiency of the plans and specifications or the improvements contemplated for Tenant's use or purpose. Landlord, by approving the plans and specifications, assumes no responsibility or liability for any defect in any improvements constructed on the basis of the plans and

specifications. Tenant expressly agrees to comply with all applicable signage ordinances and any signage rules set forth herein or that may be implemented by Landlord at the Property from time to time.

12. Tenant General Maintenance and Repairs.

Tenant, at its sole cost and expense, shall perform general maintenance and repair of the Premises and keep all portions of the Premises in a clean and orderly condition, as determined in the sole discretion of Landlord. Tenant's obligation to maintain and repair includes but is not limited to water, sewer, electric and gas lines located inside the Premises. Tenant at its own cost and expense shall provide for all janitorial, pest control, trash collection, and security services for the Premises, and Landlord shall have no such obligations to provide any such services. Tenant shall be responsible for any damage done in or to the Premises or the Property caused by the Tenant Parties. If Tenant fails to maintain or repair the Premises as required by this Section or any provision of this Lease, Landlord may, upon a ten (10) days' prior written notice to Tenant, enter the Premises and perform such maintenance or repair (including replacement of any facilities within the Premises, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair within ten (10) days after delivery of invoice. Tenant shall fulfill all of Tenant's obligations under this Section at Tenant's sole cost and expense. Landlord shall not be obligated to make any repairs, replacement or renewals of any kind, nature or description whatsoever to the Premises, except that Landlord shall maintain the exterior and roof of the structure containing the Premises including painting the exterior of the structure; provided, however, that Tenant shall be liable for any maintenance or repair costs for the exterior of the Premises arising from any acts or omission of the Tenant Parties.

13. Signage Program.

Tenant agrees to comply with all of Landlord's regulations, policies and guidelines governing signage, and pay all costs and operational expenses of installing and maintaining signage for the Premises on the Property. No signs, directional markings, guiding markings, or other stripes, lines, directions, or markings shall be installed or painted in or upon the Premises or removed by Tenant without prior written consent of Landlord, which consent shall be at Landlord's sole discretion.

14. Insurance.

Tenant shall, at its sole cost and expense, procure and maintain insurance issued by an insurer or insurers reasonably satisfactory to Landlord. Tenant shall purchase, maintain, and keep in force during the Term at Tenant's sole cost and expense the following insurance:

a. **Workers' Compensation and Employer's Liability Insurance** as required by the laws of the State of California.

b. **Commercial General Liability Insurance**, including personal injury, bodily injury, broad form property damage, automobile, Premises operations hazard, contractual liability (covering the indemnity contained in Section 15), and products and completed



operations liability, with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state the applicable policy number, shall contain a cross liability endorsement, and shall be primary and noncontributing with respect to any insurance maintained by Landlord. Commercial General Liability Insurance should include the following:

(1) Endorsements naming San Mateo County Harbor District, its Commissioners, Officers, Agents, Volunteers and Employees as additional insureds.

(2) Endorsements for General Liability shall state that the Tenant's insurance is "primary" and San Mateo County Harbor District is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.

(3) Minimum Insurance Requirements – General Liability Insurance:

- Two million dollars (\$2,000,000) each occurrence (combined single limit)
- Two million dollars (\$2,000,000) for personal injury liability
- Four million dollars (\$4,000,000) in the aggregate
- One million dollars (\$1,000,000) for damage to rented premises including fire protection

c. **Other Insurance.** Any other form or forms of insurance as Landlord may require from time to time, in form, in amounts, and for insurance risks against which a prudent tenant of a comparable size and in a comparable business would protect itself given the economic feasibility of such insurance and consistent with then-current industry standards for prudent risk management by tenants of comparably-sized premises in comparable buildings.

The minimum limits of insurance set forth in this Section 14 are not intended to limit the liability of Tenant under this Lease. All policies of insurance maintained by Tenant under this Section 14 shall be taken out with insurance companies holding a General Policyholders Rating of "B+" or better, as set forth in the most current issue of Best's Insurance Reports. All policies shall state by their terms and by an endorsement that said policy shall not be canceled until Landlord shall have had at least thirty (30) days written notice of such cancellation. As soon as practicable after the placing of the required insurance, but prior to the date Tenant takes possession of all or part of the Premises, Tenant shall deliver to Landlord, certificate(s) of insurance evidencing that such insurance is in force and effect and evidencing that Landlord, as well as Landlord's, members, officers, directors, contractors, subcontractors, agents, and employees have been named as additional insureds thereunder, if applicable. Tenant shall, within thirty (30) days prior to the expiration of such policies, furnish Landlord with certificates of renewals or binders thereof; provided that if Tenant fails to furnish the same, Landlord may, following ten (10) days' notice to Tenant, order such insurance and charge the reasonable cost thereof to Tenant. If Landlord obtains any insurance that is the responsibility of Tenant under this Section 14, Landlord shall deliver to Tenant a written statement setting forth the cost of

any such insurance and showing in reasonable detail the manner in which it has been computed and Tenant shall promptly remit said amount to Landlord, as Additional Rent. Tenant may satisfy its insurance obligations under this Lease by blanket, umbrella and/or, as to liability coverage in excess of One Million Dollars (\$1,000,000.00), excess liability coverage, so long as the coverage afforded under the applicable policy is not reduced or diminished as a result thereof.

Other than as customary for general office or hair salon use, Tenant will not keep or use, sell or offer for sale, in or upon the Premises any article which may be prohibited by any insurance policy then in force covering the Property. If Tenant's occupancy or business in or upon the Premises, whether or not Landlord has consented to the same, includes such extraordinary activities for a first-class office building that the same results in any increase in premiums for the insurance periodically carried by Landlord with respect to the Property, Tenant shall from time to time pay as additional rent any such increase in premiums within thirty (30) days after being billed therefor by Landlord. In determining whether increased premiums are a result of a change in Tenant's use of the Premises, a schedule issued by the organization computing the insurance rate on the Property (which must be independent of, and not affiliated with, Landlord) showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up such rate.

All policies of property damage insurance required hereunder shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss, if same are obtainable without unreasonable cost. To the extent such a waiver of subrogation is obtainable, neither Landlord nor Tenant shall be liable to the other for any damage caused by fire or any of the risks insured against or required to be insured against under any insurance policy required by this Lease. Landlord and Tenant hereby waive any rights of recovery against the other for injury or loss due to risks covered by or required to be covered by such policies of property damage insurance containing such a waiver of subrogation clause or endorsement to the extent insurance proceeds cover the injury or loss.

15. Indemnity.

As a material part of the consideration to Landlord under this Lease, Tenant shall promptly indemnify, defend (with counsel acceptable to Landlord) and hold Landlord, Landlord's, members, officers, directors, contractors, subcontractors, agents, and employees (collectively, the "Landlord Indemnified Parties") harmless from any loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees and expenses) of any kind or character to any person or property (collectively, "Claims") arising from or related to (i) any act or omission of Tenant Parties within the Premises; (ii) the use of the Premises for the conduct of Tenant's business by Tenant or any other Tenant Parties, or any other activity, work or thing done, permitted or suffered by Tenant or any Tenant Parties, in or about the Premises, or done or permitted by Tenant or any other Tenant Parties in or about the Property; and/or (iii) any default by Tenant of any obligations on Tenant's part to be performed under the terms of this Lease. In case any action or proceeding is brought against Landlord or any Landlord Indemnified Parties by reason of any such Claims, Tenant, upon notice from Landlord, agrees to promptly defend the same at Tenant's sole cost and expense by

counsel approved in writing by Landlord. Tenant agrees to indemnify, defend and hold Landlord Indemnified Parties harmless from and against any loss, cost, expense, damage or liability, including reasonable attorneys' fees and court costs, incurred as a result of a claim by any person or entity (i) that it is entitled to a commission, finder's fee or like payment in connection with this Lease, or (ii) relating to or arising out of this Lease or any related agreements or dealings.

All obligations under this Section 14 shall survive the expiration or termination of this Lease, including with respect to any injury, illness, death or damage occurring prior to such expiration or termination.

16. Disclaimer; Risk of Loss.

Landlord Indemnified Parties shall not be liable for loss or damage to any property by theft or otherwise, nor for any injury to or damage to persons or property resulting from an accident, including without limitation fire, explosion, falling plaster, steam, gas, electricity, windstorm, water or rain which may leak from any part of the Property or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or for any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence or willful misconduct of Landlord's agents, contractors, servants, or employees. Landlord or its agents shall not be liable for interference with the light, or loss of business by Tenant unless caused by the negligence or willful misconduct of Landlord or its agents, nor shall Landlord be liable for any latent defect in the Premises or in the Property of which Landlord lacks actual or constructive knowledge. Tenant shall give prompt notice to Landlord in case of fire accidents in the Premises or on the Property or of defects therein or in the fixtures or equipment.

17. Default and Remedies; Holding Over; Waiver of Relocation Assistance.

a. Events of Default. The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

1) The failure by Tenant to pay any monetary obligation under the terms of this Lease as and when due where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant; provided however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure §1161 or any similar successor statute.

2) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure §1161 or any similar successor statute; provided, further, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall promptly commence such cure within such ten (10) day period and thereafter continuously and diligently prosecute such cure to completion.

3) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt

or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within sixty (60) days; or if this Lease shall, by operation of law or otherwise, pass to any person or persons other than Tenant.

b. Remedies; Damages. In the event of any uncured default by Tenant as set forth in Section 17(a) hereof, Landlord may, in addition to any or all other rights or remedies of Landlord provided by law or equity, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to Tenant, or any other person, to immediately terminate this Lease by written notice to Tenant and to re-enter and take possession of the Premises and remove all persons and property therefrom, and dispose of any property in any manner, without liability to Tenant. The form of notice of default hereunder may be in the form required by unlawful detainer statutes, such that Landlord need not give additional cure time to Tenant before termination and unlawful detainer proceedings. If Landlord terminates this Lease based on a default by Tenant, Landlord shall have rights to damages as provided by California Civil Code Section 1951.2. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant: (i) the worth at the time of award of any unpaid Rent or additional rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid Rent and additional rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid Rent and additional rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant and any other costs or economic concessions provided, paid, granted or incurred by Landlord pursuant to this Lease (which unamortized value shall be determined by taking the total value of such concessions and multiplying such value by a fraction, the numerator of which is the number of months of the Term not yet elapsed as of the date on which the Lease is terminated, and the denominator of which is the total number of months of the Term); plus (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 law.

Landlord may also keep this Lease in effect and sue for rent as it comes due under California Civil Code Section 1951.4. Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due. In connection with the exercise of such

remedy where Tenant has vacated the Premises, any property of Tenant may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant or disposed of in a reasonable manner by Landlord without obligation or liability to Tenant. No re-entry or taking possession of the Premises by Landlord pursuant to this Section 17(b) where Tenant has vacated the Premises, shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. If Landlord does not elect to terminate this Lease as provided above, Landlord may either recover all Rent as it becomes due or relet the Premises or any part thereof for the Term of this Lease on terms and conditions as Landlord in its sole discretion may deem advisable with the right to re-enter the Premises to make alterations and repairs to the Premises, and to enable Landlord to take whatever other actions may be necessary to relet, protect or preserve the Premises. In the event that Landlord shall elect to so relet, then Rent received by Landlord from such reletting shall be applied: first, to the payment of any costs incurred in connection with any reletting (including, without limitation, costs of brokerage commissions, attorneys' fees, improvement and/or moving allowances, and alterations and/or repairs to the Premises); second, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to payment of future Rent as the same may become due and payable hereunder. Should that portion of such Rent 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 Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting, including but not limited to brokerage commissions, or in making such alterations and repairs not covered by the Rent received from such reletting.

If Tenant fails to perform any covenant or condition to be performed by Tenant, Landlord shall have the right (but not the obligation) to perform such covenant or condition (i) immediately, in the event of an emergency situation of imminent risk of personal injury or material property damage, or (ii) following Tenant's failure to cure such failure to perform within the period provided for cure after delivery of written notice from Landlord. All costs incurred by Landlord in so performing shall immediately be reimbursed to Landlord by Tenant, together with interest at the Interest Rate computed from the due date. Any performance by Landlord of Tenant's obligations shall not waive or cure such default. All costs and expenses incurred by Landlord, including attorneys' fees (whether or not legal proceedings are instituted), in collecting Rent or enforcing the obligations of Tenant under the Lease shall be paid by Tenant to Landlord upon demand.

Landlord reserves all of its equitable remedies, including rights to obtain injunctive relief. To the extent permitted by law, all rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease.

c. No Relocation Assistance.

Tenant acknowledges that Landlord may develop the Premises at some future date and Tenant may be displaced, but Tenant hereby agrees that Landlord shall have no obligation to Tenant under the California Relocation Assistance and Real Premises Acquisition statutes and guidelines. Tenant, after diligent review and consideration of possible impacts, hereby waives and forever releases Landlord, including its successors, officers, employees, attorneys, agents, representatives and anyone else acting on Landlord's behalf, of and from any and all claims, demands, actions or causes of action, obligations, liabilities, or claims for further compensation, known or unknown, based upon or relating to the California Relocation Assistance and Real Premises Acquisition statutes and guidelines and Landlord's subsequent use and development of the Premises, or Tenant's displacement therefrom. By such release, Tenant expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

/

\_\_\_\_\_  
Tenant's Initials

18. Waiver by Landlord.

Any waiver by Landlord of any default or breach of any covenant, condition, term, and agreement contained in this Lease, shall not be construed to be a waiver of any subsequent or other default or breach. The rights, powers, options, privileges, and remedies available to Landlord under this Lease shall be cumulative. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance by Landlord of a lesser sum than that owed and due pursuant to this Lease shall be deemed to be other than on account of the earliest installment of such Rent or other amount due, nor shall any endorsement or statement on any check or any letter accompanying any check be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or other amount or pursue any other remedy provided in this Lease.

19. Attorneys' Fees.

Should either party to this Lease participate in an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party its attorneys' fees and reasonable costs incurred in litigating or preparing to litigate any dispute.

20. Inspections by Landlord.

Landlord and its representatives, employees, agents or independent contractors may enter and inspect the Premises or any portion of the Premises or any improvements on the Premises at any time during business hours, or in an emergency, and at other times after Landlord has provided Tenant with 48 hours advance notice, for any purpose Landlord reasonably deems necessary. Notwithstanding the foregoing, in the event of an emergency, Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in order to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not be construed or deemed to be a forcible or unlawful entry into the Premises, or an eviction of Tenant from the Premises or any portion thereof.

21. Prohibition on Assignment and Subletting.

Tenant may not sublet the Premises or assign, or otherwise transfer its interest under this Lease without Landlord's prior written consent, which consent may be withheld on Landlord's sole and absolute discretion. Any transfer of fifty percent (50%) or more of the ownership interests in Tenant in one or a series of transactions, any change in control of Tenant (as defined based on the Tenant's operating agreement or governing corporate documents), or any change in the persons providing the Lease Guaranty pursuant to Section 9 hereto, shall be deemed to constitute an assignment (and shall therefore require Landlord's prior written consent). Any attempted assignment, sublet or transfer made in violation of this provision shall be void. If Tenant requests Landlord's consent to an assignment or subletting, then Tenant shall pay to Landlord, as additional rent, within ten (10) days after written demand, the greater of \$10,000 or Landlord's actual attorneys' fees incurred in connection with evaluating the request and any assignment documents or sublease and in connection with processing any required documents.

22. Notices.

All notices, demands and requests which may be given or which are required to be given by any party to this Agreement must be sent by certified U.S. mail to the following:

To Landlord: Hand Delivery: 504 Avenue Alhambra, Suite 200  
El Granada, 94018

Or by mail:

San Mateo County Harbor District  
P.O. Box 1449  
El Granada, California 94018  
Attn.: General Manager

To Tenant: At the Premises.

23. No Principal/Agent Relationship.

Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, or of partnership or joint venture between Landlord and Tenant.

24. General Manager as Authorized Agent.

The General Manager of the San Mateo County Harbor District is authorized to take any and all actions and to make any and all determinations on behalf of the Landlord for the purposes of this Lease.

25. Complete Agreement.

This Lease constitutes the entire agreement between Landlord and Tenant pertaining to the specific subject matter of this Lease and supersedes all prior and contemporaneous agreements, representations and understandings of Landlord and Tenant, oral or written.

26. Modification.

No supplement, modification, amendment or change in any terms of this Lease shall be binding on the Parties unless in writing and executed by Tenant and Landlord.

27. Severability.

If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

28. Applicable Law and Venue.

This Lease shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The parties' consent to the jurisdiction of the California courts with venue in San Mateo County.

29. Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

30. Time of Essence.

Time is of the essence of every provision of this Lease in which time is a factor.



31. Successors.

Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

32. In Trust.

The parties hereto acknowledge that Landlord holds all portions of the San Mateo County Harbor District (including, but not limited to, the Premises, Property and tidelands) in trust for the People of the State of California. As trustee, the Landlord must exercise continuous supervision and control over the Premises. This Lease is subject to Landlord's obligation, as trustee, with respect to the Premises, as such obligation has been, or may in the future be, further defined or described under California law. Notwithstanding anything to the contrary, express or implied in this Lease, this Lease is subject and subordinate to that certain grant of lands from the State to San Mateo County Harbor District pursuant to Stats. 1960, first Extraordinary Session, Chapter 68, effective July 7, 1960 (the "Grant Conditions"), including without limitation Sections 1(a) and (b) (affecting permitted uses, and allowing use by the State of California), 1(c) (prohibiting discrimination in charges, uses and services) and 1(f) (giving the State the right to use for highway purposes without compensation). Tenant hereby acknowledges, represents and warrants that it has reviewed and approved the Grant Conditions. Tenant hereby agrees to comply with and not violate the Grant Conditions.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the Effective Date.

**LANDLORD:**

SAN MATEO COUNTY HARBOR  
DISTRICT,  
a political subdivision of the State of  
California

By: \_\_\_\_\_  
James B. Pruett  
General Manager

**TENANT:**

\_\_\_\_\_,  
a \_\_\_\_\_

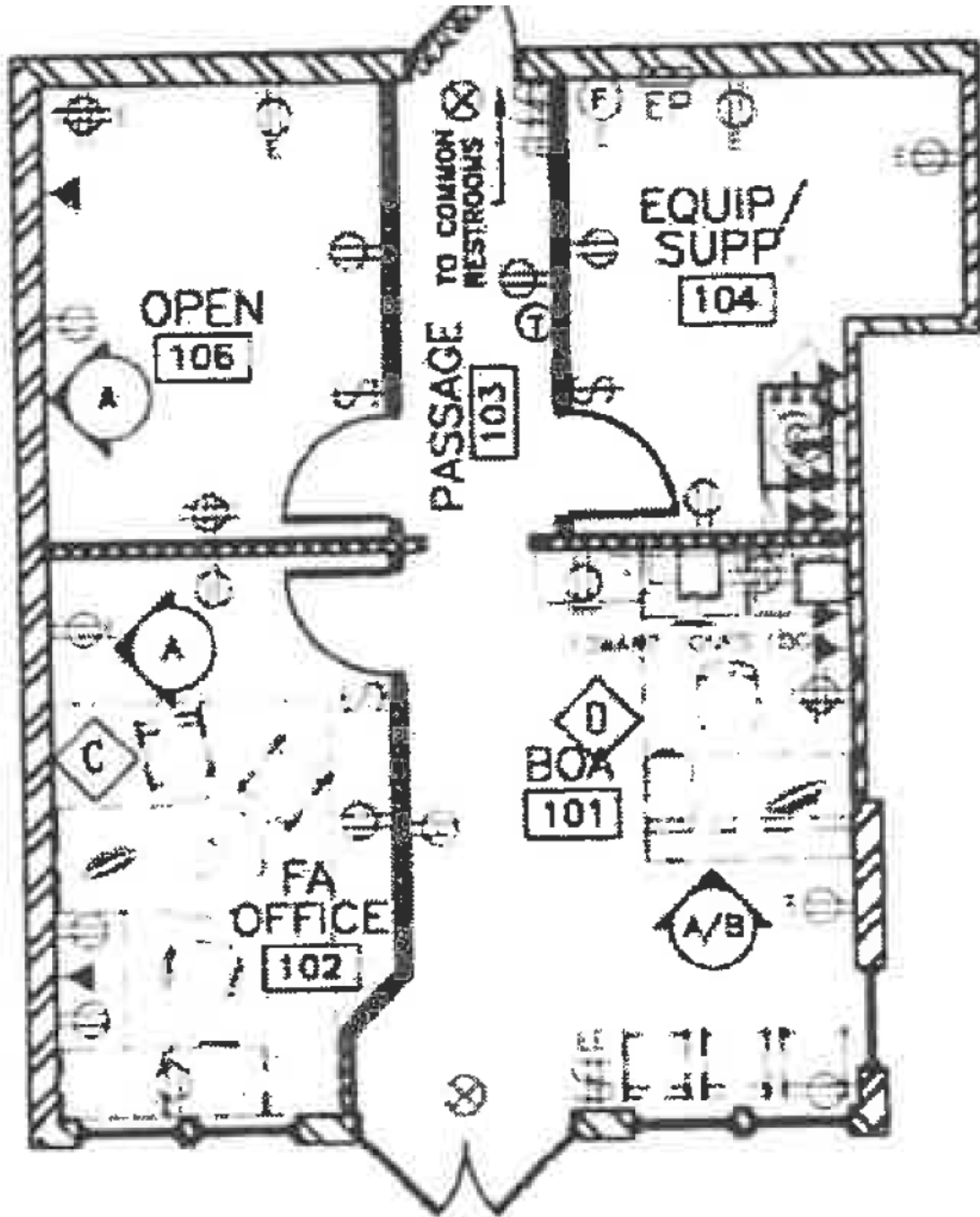
By: \_\_\_\_\_  
Lessee

APPROVED AS TO FORM:

\_\_\_\_\_  
Trisha Ortiz, General Counsel

EXHIBIT "A"

DESCRIPTION OF PREMISES, AND "SITE PLAN"



Suite 100 A

## EXHIBIT "B"

### FORM OF GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is made by \_\_\_\_\_ and \_\_\_\_\_ ([collectively and jointly and severally,] "Guarantor"), in favor of the SAN MATEO COUNTY HARBOR DISTRICT ("Landlord") in connection with that certain Lease Agreement dated \_\_\_\_\_, 2022 (the "Lease") pursuant to which Landlord leases to \_\_\_\_\_, a \_\_\_\_\_ ("Tenant"), that certain "Premises" (as more particularly defined in the Lease) on property owned by the Landlord in the County of San Mateo.

As a material inducement to and in consideration of Landlord entering into the Lease, Landlord having indicated that it would not enter into the Lease without the execution of this Guaranty, Guarantor does hereby agree with Landlord as follows:

1. Guarantor does hereby unconditionally and irrevocably guarantee, as a primary obligor and not as a surety, and promise to perform and be liable for any and all obligations and liabilities of Tenant under the terms of the Lease.
2. Guarantor does hereby agree that, without the consent of Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) any term, covenant or condition of the Lease may be hereafter amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantor does guarantee and promise to perform all the obligations of "Tenant" under the Lease as so amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; (d) Landlord or any other person acting on Landlord's behalf may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person; and (e) all or any part of the Premises or of the rights or liabilities of "Tenant" under the Lease may be sublet, assigned or assumed. This is a continuing guaranty.
3. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right to require Landlord to proceed against Tenant or any other person or to pursue any other remedy before proceeding against Guarantor; (b) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; and (c) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant (other than any defense based on Landlord's acts or omissions), of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement. Without in any manner limiting the generality of the foregoing, Guarantor hereby waives the benefits of the provisions of Sections 2809, 2810, 2819, 2845, 2849, 2850, 2899 and 3433 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

4. Guarantor hereby waives and agrees not to assert or take advantage of any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of adverse change in the financial status of Tenant or other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind.
5. Until all Tenant's obligations under the Lease are fully performed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; and (b) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant under, arising out of or related to the Lease or Tenant's use or occupancy of the Premises.
6. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law and/or in equity.
7. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns (including any purchaser at a judicial foreclosure or trustee's sale or a holder of a deed in lieu thereof). This Guaranty may be assigned by Landlord voluntarily or by operation of law.
8. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. The obligations of Guarantor under this Guaranty shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Tenant, or by any defense which Tenant may have by reason of any order, decree or decision of any court or administrative body resulting from any such proceeding. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor and will assign to Landlord all rights of Guarantor thereunder. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

9. During the Term of the Lease, Guarantor shall, upon ten (10) days prior written notice from Landlord, provide Landlord with current financial statements for Guarantor and if requested by Landlord, financial statements of the two (2) years prior to the current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, shall be audited by an independent certified public accountant. Notwithstanding anything to the contrary contained herein, if Guarantor is a publicly traded corporation making annual 10-K filings with the Securities and Exchange Commission, Guarantor may satisfy the requirements of this section with respect to delivery of financial information by delivery of Guarantor's most recent annual report filed with the Securities and Exchange Commission.
10. As a further material part of the consideration to Landlord to enter into the Lease with Tenant, Guarantor agrees: (a) the law of the State of California shall govern all questions with respect to the Guaranty; (b) any suit, action or proceeding arising directly or indirectly from the Guaranty, the Lease or the subject matter thereof shall be litigated only in courts located within the county and state in which the Premises is located; (c) Guarantor hereby irrevocably consents to the jurisdiction of any local, state or federal court located within the county and state in which the Premises is located; and (d) without limiting the generality of the foregoing, Guarantor hereby waives and agrees not to assert by way of motion, defense or otherwise in any suit, action or proceeding any claim that Guarantor is not personally subject to the jurisdiction of the above-named courts, that such suits, action or proceeding is brought in an inconvenient forum or that the venue of such action, suit or proceeding is improper.
11. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any Guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer or director of Landlord. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. Time is strictly of the essence under this Guaranty and any amendment, modification or revision hereof. If Guarantor is a corporation, limited liability company, partnership or other entity, each individual executing this Guaranty on behalf of such corporation, limited liability company, partnership or other entity represents and warrants that he or she is duly authorized to execute and deliver this Guaranty on behalf of such corporation, limited liability company, partnership or other entity in accordance with the governing documents of such corporation, limited liability company, partnership or other entity, and that this Guaranty is binding upon such corporation, limited liability company, partnership or other entity in accordance with

its terms. If Guarantor is a corporation, limited liability company, partnership or other entity, Landlord, at its option, may require Guarantor to concurrently with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the board of directors of said corporation, or other authorizing documentation for such entity authorizing or ratifying the execution of this Guaranty. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. The term "Landlord" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means Tenant and also any assignee of the interest of "Tenant" in the Lease or any subtenant of all or any part of the Premises and their respective successors in interest. If there is more than one undersigned Guarantor, (a) the term "Guarantor", as used herein, shall include all of the undersigned; (b) each provision of this Guaranty shall be binding on each one of the undersigned, who shall be jointly and severally liable hereunder; and (c) Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

12. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and shall be delivered by certified mail or reputable overnight delivery service addressed to the party to be notified at the address set forth below, or to such other place as the party to be notified may from time to time designate by at least ten (10) days' notice to the notifying party.

To Landlord:

San Mateo County Harbor District  
P.O. Box 1449  
El Granada, California 94018  
Attn.: General Manager

To Guarantor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices shall be deemed given: (a) if delivered by certified mail, then on the date shown on the receipt as the date of delivery or date acceptance of delivery was refused; (b) if personally served, then upon receipt or refusal to accept delivery, as indicated by written confirmation of the person delivering the notice; or (c) twenty-four (24) hours after delivery to a reputable overnight delivery service unless otherwise indicated on the records of the delivery service as being delivered on a

later date (in which case delivery shall be deemed to have occurred on such later date). Any party may change its address(es) for notices upon fifteen (15) days' prior written notice to the other.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

Executed as of \_\_\_\_\_, 2022.

**GUARANTOR:**

\_\_\_\_\_

\_\_\_\_\_, an individual

Draft