

**DTF PROPERTIES LLC
COMMERCIAL LEASE AGREEMENT**

Premises: 3526 Investment Blvd., Hayward, California 94545

Date: _____

DTF Properties LLC (“Landlord”) and _____ (“Tenant”) agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from landlord, the real property, and improvements described as 3526 Investment Blvd., Unit # ____, Hayward, California 94545 (“Premises”).
2. **TERM:** The term shall be for (____) months beginning on: (_____) (“Commencement Date”) and shall terminate on: (_____) at 11:59pm. Any holding over after the term of this agreement expires, with Landlord’s consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
3. **BASE RENT:**
 - A. Tenant agrees to pay Base Rent at the rate of \$ _____ per month, for the term of the agreement.
 - B. Base Rent is payable in advance on the 1st day of each calendar month, and is delinquent on the next day.
 - C. If Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month’s Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 309-day period.
4. **RENT:**
 - A. Definition: (“Rent”) shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
 - B. Payment: Rent shall be paid to DTF Properties LLC, at 3526 Investment Blvd., Hayward, California 94545, or at any other location specified by Landlord in writing to Tenant.
 - C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
5. **EARLY POSSESSION:** Tenant is not entitled to possession of the Premises prior to the Commencement Date.
6. **SECURITY DEPOSIT:**
 - a. Tenant agrees to pay Landlord \$ _____ as a security deposit. If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
 - b. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant’s default in payment of rent, late charges, non-sufficient funds (“NSF”) fees, or other sums due; **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** broom clean the Premises, if necessary, upon termination of tenancy; and **(iv)** cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH’S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: **(i)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and **(ii)** return any remaining portion of security deposit to Tenant. However, if the Landlord’s only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security

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deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

c. No interest will be paid on security deposit, unless required by local ordinance.

7. **PARKING:** Tenant is entitled to unreserved vehicle parking spaces located at the rear of the Premises. The right to parking is included in the Base Rent charged pursuant to paragraph 3. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned spaces(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.
8. **ADDITIONAL STORAGE:** The right to additional storage space is not included in the Base Rent charged pursuant to paragraph 3. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean up of any contamination caused by Tenant's use of the storage area.
9. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement, and accounting expenses and late charges imposed on Landlord. If any installment of Rent due from tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$50.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
10. **CONDITION OF PREMISES:** Tenant has examined the premises and acknowledges that Premise is clean and in operative condition.
11. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state, and federal laws, regulations, and ordinances ("Laws"). Landlord makes no representations or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable laws.
12. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant.
13. **USE:** The premises are for the sole use as office space. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing

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property insurance, Tenant shall pay for the increased costs. Tenant will comply with all laws affecting its use of the Premises.

- 14. RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
- 15. MAINTENANCE:**
- A.** Landlord shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows, and doors in operable and safe condition.
 - B.** Landlord shall maintain the roof, foundation, exterior walls and common areas.
- 16. ALTERATIONS:** Tenant shall not make any alterations in or about the premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 17. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 18. ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgages, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 19. SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time and a FOR lease sign on the Premises within the 90 day period preceding the termination of the agreement.
- 20. SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonable withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any

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subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this Agreement.

21. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If landlord is unable to deliver possession within 30 **calendar days** after agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
22. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to landlord in the same condition as referenced in paragraph 10; (v) clean Premises; and (vi) give written notice to landlord of Tenant's forwarding address.
23. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 22, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
24. **DAMAGES TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

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- 25. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean up of any contamination caused by Tenant.
- 26. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 27. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory, and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$100,000.00. Tenant's liability insurance shall name landlord and Landlord's agent as additional insured. Tenant, prior to the Commencement Date, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.
- 28. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser: and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and delivery to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 29. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 30. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extension. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise

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terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.

31. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit-reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.

32. DISPUTE RESOLUTION:

A. MEDIATION: Tenant and landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 32B(2) below. Paragraphs 32B (2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ARBITRATION OF DISPUTES:

(1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 32B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discover in accordance with Code of Civil Procedure 1283.05.

(2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: **(i)** a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code 2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; **(iv)** any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and **(v)** an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure 337.1 or 337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) BROKERS: Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or with in a reasonable time after the dispute or claim is presented to brokers.

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Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

“NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.”

“I/WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.

Landlord’s initials (____) (____) Tenant’s Initials (____) (____)

- 33. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 34. **NOTICE:** notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: <u>DTF Properties LLC</u> <u>3526 Investment Blvd</u> <u>Hayward, CA 94545</u> <u>510/887-6500</u>	Tenant: _____ _____ _____
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Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.
- 35. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
- 36. **INDEMNIFICATION:** Tenant shall indemnify, defend, and hold Landlord harmless from all claims, disputes, litigation, judgments, and attorney fees arising out of Tenant’s use of the Premises.
- 37. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** The attached Lease Addendum #1 is incorporated in this agreement.

Landlord’s initials (____) (____)

Tenant’s Initials (____) (____)

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- 38. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in Paragraph 32A.

- 39. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between landlord and Tenant are incorporated in this agreement, which constitutes the entire contact. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees, and successors to the parties.

- 40. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend, and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warrant and representation in this paragraph 40.

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advise; (v) will not provide other advise or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant _____

Date: _____

(Print name AND sign)

Address _____ City _____ State _____ Zip _____

Landlord DTF PROPERTIES LLC

Date: _____

Janice M. Sutton
(Print name AND sign)

Address 3526 Investment Blvd. City Hayward State CA Zip 94545

Landlord's initials (____) (____)

Tenant's Initials (____) (____)

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LEASE ADDENDUM #1

The following conditions are incorporated into the Commercial Lease Agreement, dated _____ between *DTF PROPERTIES LLC* and

- 1) Normal operating hours are from 7:00 am to 5:00 pm, Monday through Friday with tenant having access to the building 7 days a week, 24 hours per day. Landlord will provide direction to Tenant on operating the security system. Tenant understand and agrees that a fee may be charged if they so und the alarm by improperly using the system, and the Police Department is called to the premises. Tenant further authorizes Landlord to deduct any fees charged from the security deposit.
- 2) Landlord will provide Vodavi 2803 2-line speakerphone for tenant use. Tenant will be responsible for ordering his or her own telephone service. At the time of move-in, Bay Area Communications (925) 250-8455 or (650) 579-1800 will install tenant phone service from the telephone terminal to telephone jack in individual office at tenant's expense. Labor for this service will be paid directly by tenant to Bay Area Communications at time of service. Tenant shall be liable for damage to telephone beyond normal wear and tear. Landlord shall not be liable for interruptions in telephone service.

The window and center offices have the potential to install up to 12 individual telephone lines. Additional lines *may* be available for installation at *tenant's* expense. For additional information on telephone services and line capacity, tenant should contact Bay Area Communications directly at 800-482-5222.

- 3) Tenants may choose to have its Company name listed in the building directory. Tenant will pay for labor and materials for this service to Baymark Signs & Graphics at time of service. Tenant shall be responsible for contacting Baymark Signs & Graphics at 510-623-1300 directly to coordinate services.
- 4) Landlord will provide T1 Internet access service at no additional cost. Landlord shall not be liable for interruptions in Internet access service.
- 5) Tenants and their guests will park in the rear of the building. Parking at the front of the building is prohibited.
- 6) Occupancy of unit is limited to no more than two (2) persons at any single time.
- 7) Tenant agrees to pay an additional twenty-five dollar (\$25.00) deposit for *EACH* access card key supplied by landlord. This deposit will be refunded only upon return of card keys. Tenant agrees to forfeit its deposit if access card key(s) are not returned to landlord within 10 days of termination of the lease agreement, or vacancy of property, whichever occurs first.

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- 8) Tenant will have access to the onsite conference room at a charge of \$20 per hour. If the conference room is used for less than one hour, the full charge of \$20 will still apply. Use of the conference room will be coordinated and scheduled with the downstairs receptionist. Landlord does not guarantee access to the conference room. Tenant understands that the conference room is for shared use by other tenants on the Property; accordingly, Tenant agrees that Landlord may place reasonable limits on Tenant's use of the conference room to accommodate other tenants. Payment for conference room use will be due on the 10th of each month, for the past month's usage.
- 9) No space heaters or other electrical appliances, food or pets allowed.
- 10) Landlord will provide janitorial services for common areas, including bathrooms. Tenant and Tenant's guests shall have a non-exclusive right to use the common areas to the extent reasonable and necessary to access and use the Premises in accordance with the terms of the Lease. Tenant shall not store any items in or cause damage to common areas. Tenant is responsible for cleaning of individual offices.
- 11) Landlord *may* provide coffee pot, coffee and paper cups at no additional charge.
- 12) Tenant will have access to Landlord's copy machine. Tenant will be assigned an access code and charged ten cents (\$0.10) per copy. The cost for copies will remain consistent with industry standards, but may change at any time with or without notice. Payment for copies is due within ten days of receipt of invoice.
- 13) Landlord will provide office(s), conference/meeting room, and restrooms on the lower level of the building for use by handicapped persons.
- 14) Tenant shall be solely responsible for and shall pay all personal property or other taxes assessed on, or arising from, Tenant's business operations or equipment. Tenant shall keep the Property free from any and all liens or encumbrances arising out of its operations on the Premises.
- 15) At the option of Landlord, any act of bankruptcy by Tenant shall constitute a default under the Lease and shall give Landlord the right to terminate the Lease without further obligation to Tenant. An "act of bankruptcy" shall include but not be limited to the insolvency of Tenant or the filing by Tenant, or any third party with respect to Tenant, of a petition for bankruptcy or for the appointment of a receiver, or the commencement of a liquidation, insolvency, reorganization, or similar action with respect to Tenant.
- 16) Upon any uncured default under the Lease, Landlord shall have the following rights and remedies in addition to those available to Landlord at law or equity:

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Date: _____

- a. The rights and remedies provided by California Civil Code section 1951.2, including without limitation the recovery at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of the award exceeds the amount of rental loss for the same period that Tenant proves could be reasonably avoided, pursuant to subsection (b) of Section 1951.2.
- b. The rights and remedies provided by California Civil Code section 1951.4, which allows the Landlord to continue the Lease in effect and to enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due, for so long as the Landlord does not terminate Tenant's right to possession; acts of maintenance or preservation of the Premises, efforts to relet the Premises, or the appointment of a receiver to protect Landlord's rights, shall not constitute a termination of Tenant's right to possession.
- c. The right to terminate this Lease by giving notice in accordance with applicable law.
- d. To the extent permitted by applicable law, the right and power to enter the Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply such proceeds therefrom pursuant to applicable law.
- e. The right of Landlord to seek the appointment of a receiver to take possession of the Premises and to apply rental collected therefrom.

Tenant _____

Date: _____

(Print name AND sign)

Address _____ City _____ State _____ Zip _____

Landlord DTF PROPERTIES LLC

Date: _____

Janice M. Sutton

(Print name AND sign)

Address 3526 Investment Blvd. City Hayward State CA Zip 94545