

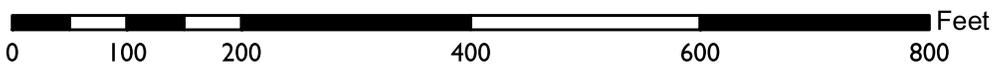
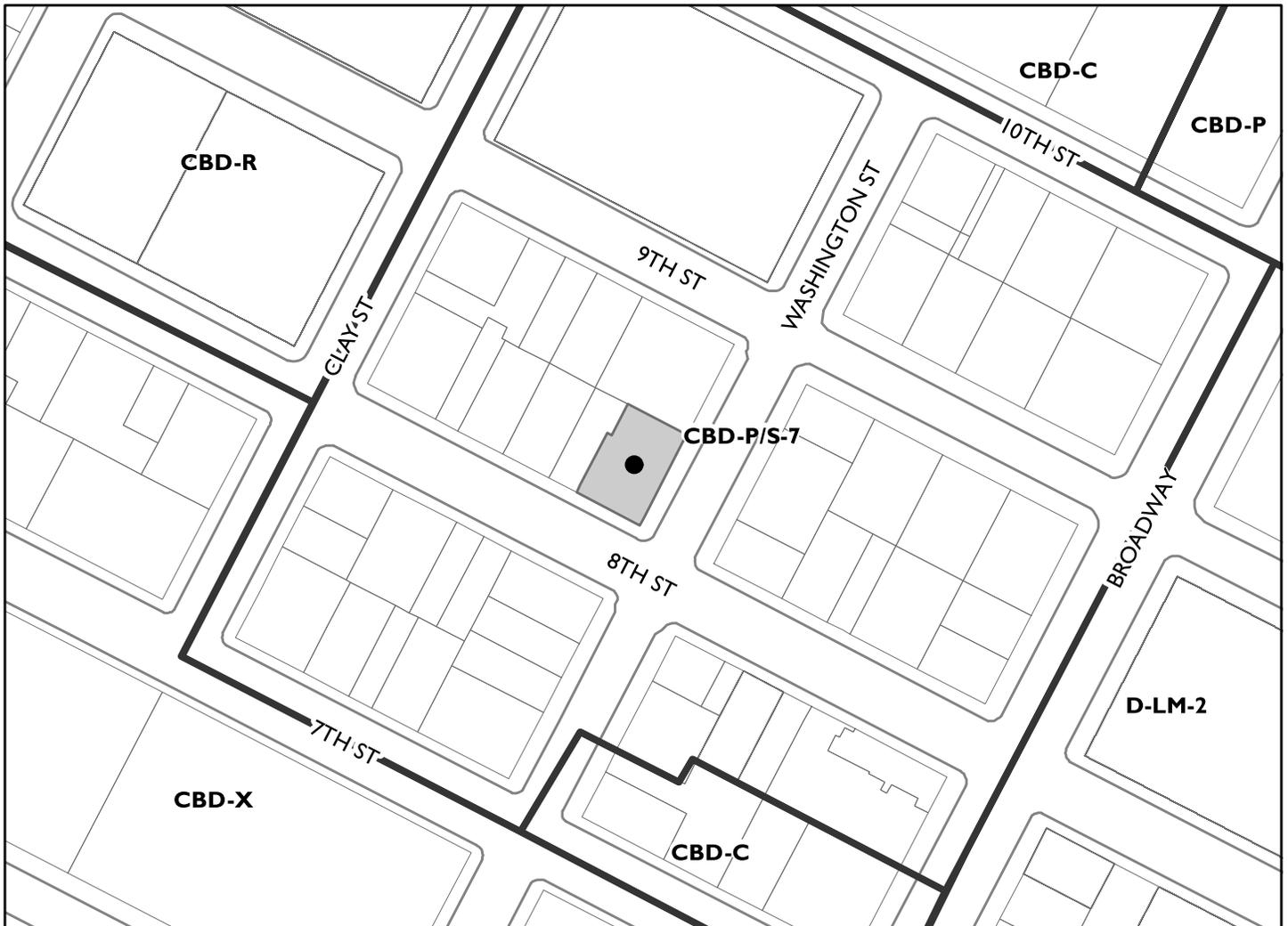
Location:	801-805 Washington Street
Assessor's Parcel Number:	001 020302700
Proposal:	Appeal of the Zoning Manager's Determination filed under DET190030, a status determination on the applicability of Oakland Municipal Code Chapter 17.153, demolition, conversion, and rehabilitation regulations for residential hotels.
Appellants:	Kai Eng and Paula Eng
Phone Number:	(415) 828-5904
Applicant/Owner:	Kai Eng and Pamela Eng
Case File Number:	APL19023 (appeal of DET190030)
Planning Permits Required:	Initial Usage Report required if the Zoning Manager's Determination is upheld
General Plan:	Central Business District
Zoning:	CBD-P/S-7
Environmental Determination:	The determination is not considered a project as defined by Section 15378 of the State CEQA guidelines, and therefore does not require CEQA review.
Historic Status:	Local Register, API: Old Oakland, OCHS Rating: B*1+, Local Landmark (Gooch (A.J.) Block-Winsor House)
City Council district:	3
Staff Recommendation:	Deny the Appeal and uphold the Zoning Manager's Determination to deny the Statement of Exemption.
Finality of Decision:	Final Decision, not administratively Appealable pursuant to OMC Section 17.132.030.
For further information:	Brittany Lenoir, Planner II, Phone: (510) 238-4977; Email: BLenoir@oaklandca.gov

SUMMARY

This supplemental staff report is regarding the second Planning Commission hearing of an appeal of the Zoning Manager's Determination on the applicability of the Planning Code Section 17.153 Demolition, Conversion and Rehabilitation for Residential Hotels at 801-805 Washington Street, commonly known as the Old Oakland Hotel. This appeal was originally heard at the June 17, 2020 Planning Commission meeting and was continued to a date uncertain. The June 2020 staff report is included as **Attachment A** to this report.

To summarize the June 17, 2020 Staff Report, the Old Oakland Hotel was a site that was preliminarily identified to be a Residential Hotel. The project applicant submitted a "Residential Hotel Statement of Exemption" application on April 2, 2019 stating that the hotel is being operated as a commercial hotel with commercial retail space on the ground floor. Staff sent an incomplete letter via U.S. mail to the owner on May 1, 2019 that included a request for additional information. A response was never received for this request. So, per Planning Code Section 17.153.030C, a determination letter was sent confirming that the building is a Residential Hotel made up of Residential Hotel Units. While the denial of the Statement of Exemption was initiated by the lack of response to the incomplete letter, there is evidence that the Old Oakland Hotel has the physical and operating characteristics of a Residential Hotel.

CITY OF OAKLAND PLANNING COMMISSION



Case File: APL19023 (Appeal of DET190030)
Applicant: Kai Eng and Pamela Eng
Address: 801- 805 Washington
Zone: CBD-P/S-7

This includes its appearance in the 1985, 2004, and 2015 Residential Hotel reports prepared by the Oakland Housing Department and prior building permits which states the present use as “Apt & Retail”, “Hotel/Residential”, and “Res Hotel/Comm 85.” These documents can be found as Attachments B-3, B-4, B-5, B-6, B-7, and B-8 of the June 17, 2020 Planning Commission Staff Report. Additional evidence that the property has operated as a Residential Hotel comes from testimony of previous building managers and representatives: a 2001 Report of Residential Building Record (3-R Report) notes that the building has 38 SRO rooms; and a 2016 inspector’s notes from an annual hotel inspection states that the manager said the hotel is an SRO where most of the rooms are rented for more than 28 days. These documents can be found as Attachments D and E of the June 17, 2020 Planning Commission Staff Report.

The continuance of the June 17, 2020 hearing was intended to give staff the opportunity to speak with the owners and get an understanding of the existing hotel activities and to conduct a site visit. As such, Staff reached out to the appellants to set up virtual meetings to discuss the Old Oakland Hotel. Due to the COVID-19 pandemic a site visit was not done, but site photographs were provided by the owner and meetings were held between staff and the appellants to understand the site conditions and activities. Following these meeting and after gathering additional information on the activities and characteristics of the Old Oakland Hotel, Staff continues to consider the Old Oakland Hotel a Residential Hotel because it is a building with more than six rooming units that are also being used as a primary residence for guests. The applicable language in the Residential Hotel definition is underlined below:

“Residential Hotel” is defined in accordance with California Health and Safety Code Section 50519, and means any building built before 1960 containing six (6) or more Rooming Units, as defined in Section 17.09.040, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area. See also the process for Status Determination in Section 17.153.030. Any building or units that are constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

PROPERTY DESCRIPTION

A phone meeting between staff and the appellants, Kai and Paula Eng, was held on January 8, 2021. At that meeting, the following questions were discussed, below are the staff’s notes for that meeting in normal type. **Paraphrased staff questions are in bold.** In addition, Paula Eng also provided a written response to these questions via email included as **Attachment B:**

1. How long have you been owners of the Old Oakland Hotel?

Response: Since 2000, and the owners are Pamela and Kai Eng

2. How many rooms does the Old Oakland Hotel have? Do any of these rooms have kitchens/kitchenettes?

Response: There are 20 rooms, and 18 are being used as sleeping rooms. The other two rooms are for an office and storage. There are no kitchens or kitchenettes in the building, and the site has five shared bathrooms, two on the first and second floors and one on the third floor.

3. Do you partner with programs or organizations to house people in need? If so, when did this start, what organization(s) do you partner with, how many rooms are reserved for this, and how long do people usually stay?

Response: The Old Oakland Hotel has worked with Bay Area Community Services (BACS) and CityTeam since 2018 and 2000, respectively. This past year there have not been referrals due to the COVID-19 pandemic.

CityTeam is located across the street from the Old Oakland Hotel and has worked with the Old Oakland Hotel since 2000. Pamela and Kai Eng bought the property in 2000 and there was this previous interaction pre-2000 with the prior owners and CityTeam that they kept up due to their desire to help people in need. According to the CityTeam website (<https://cityteam.org/oakland/>), CityTeam is an organization that offers a variety of programs, including housing and restorative programs, community outreach programs, and education, training and certification programs, across the United States to help those in need. CityTeam Oakland has housing programs for both men and women who are homeless or at risk of homelessness in addition to restorative and career center programs. According the Paula Eng, in 2019, there was a total of maybe ten people referred to the Old Oakland Hotel for temporary housing.

According to the Bay Area Community Service (BACS) website (<http://bayareacs.org/who-we-are/>), BACS' mission is to uplift under-served individuals and their families by doing whatever it takes. They provide behavioral health and housing services for teens, adults, older adults, and their families across the Bay Area. The Old Oakland Hotel has worked with BACS, and usually there is just referrals for one room every six months on average. The referrals range from days to weeks, but most of the time it is days. From 2018-2019 the Old Oakland Hotel has only gotten a few referrals from BACS.

4. Do you have any long-term residents (1+ years)? If so, how many rooms are being used for long-term residents?

Response: No.

5. How many residents usually stay for longer than 30 days?

Response: No guests stay for longer than 30 days. Typical stays range from one and two days. With the longest stays being a week or two.

6. Is the Old Oakland Hotel currently operating the same as it was in December 2016? If no, what has changed since then?

Response: Yes, no change since then. The Old Oakland Hotel is being used for a combination of stays for those in need and for people looking for a cheap room. According to Paula, those who come to the hotel are people who are looking for cheap room rates for the day, they sometime get calls off the internet from their yelp listing, people who are visiting family, BACS, and City Team.

There was also a phone conference call on January 28, 2021 between the appellants Paula and Kai Eng, case planner Brittany Lenoir, and district supervisor Neil Gray to further discuss the activities and to explain what a Residential Hotel is.

Following that meeting, correspondence continued through phone and email messages, and staff requested site photos to supplement a site visit. The photographs from the appellants are included as **Attachment C** and show three examples of typical bedroom units, the five shared bathrooms in the building, the hallways and stairs, and the reception window. This bedroom and shared bathroom layout is not typical of a current commercial hotel, with just one to two shared bathrooms per floor.

CONCLUSION

As described in the June 17, 2020 Staff Report, there is ample evidence showing that the Old Oakland Hotel is operating as a Residential Hotel, including Oakland housing reports, building permits, and home occupation zoning clearances. Furthermore, the Old Oakland Hotel is working with organizations to house people on a temporary basis, which is further evidence that it is operating as a Residential Hotel.

As such, staff continues to consider the Old Oakland Hotel a Residential Hotel because it is being used as a primary residence for its guests. Regardless of the length of stay or how many guests at any one time are using it as their primary residence is not relevant. The definition of a Residential Hotel in the Oakland Planning Code described a building that has more than six rooms, and if any of those rooms are used as a primary residence then it is considered a Residential Hotel. The Old Oakland Hotel has worked with BACS and City Team to temporarily shelter people who otherwise do not have a place to stay, and has worked specifically with City Team to do this for over twenty years.

Staff recommends that the Planning Commission deny the Appeal, thereby considering the Old Oakland Hotel a Residential Hotel that is required to apply for an Initial Usage Report (IUR) to make a final determination on the protected residential hotel units and amenity spaces. The IUR application is included as Attachment B-9 in the June 2020 Staff Report.

RECOMMENDATIONS:

1. Deny the Appeal, thereby upholding the Zoning Manager's Determination to Deny the Residential Hotel Statement of Exemption based on the findings and evidence in the Zoning Manager's Determination, the June 17, 2020 Staff Report, the July 7, 2021 Supplemental Staff Report and all accompanying attachments.

Prepared by:



Brittany Lenoir
Planner II

Bureau of Planning
Reviewed by:



Robert Merkamp
Zoning Manager
Bureau of Planning

Approved for forwarding to the Planning Commission:



For

Ed Manasse
Deputy Director
Bureau of Planning

ATTACHMENTS:

- A. Oakland Planning Commission Staff Report, dated June 17, 2020
- B. Email Correspondence from Paula Eng, dated January 20, 2020
- C. Interior Photographs of the site from Paula Eng, annotations done by the Case Planner

LEGAL NOTICE:

ANY PARTY SEEKING TO CHALLENGE THIS DECISION IN COURT MUST DO SO WITHIN NINETY (90) DAYS OF THE ANNOUNCEMENT OF A FINAL DECISION, PURSUANT TO THE CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1094.6, UNLESS A SHORTER PERIOD APPLIES.

Attachment A

Oakland City Planning Commission

STAFF REPORT

Case File Number APL19023 (Appeal of DET190030)

June 17, 2020

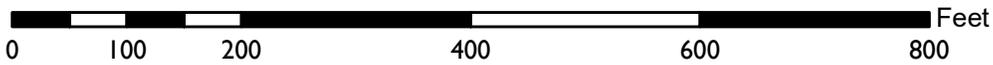
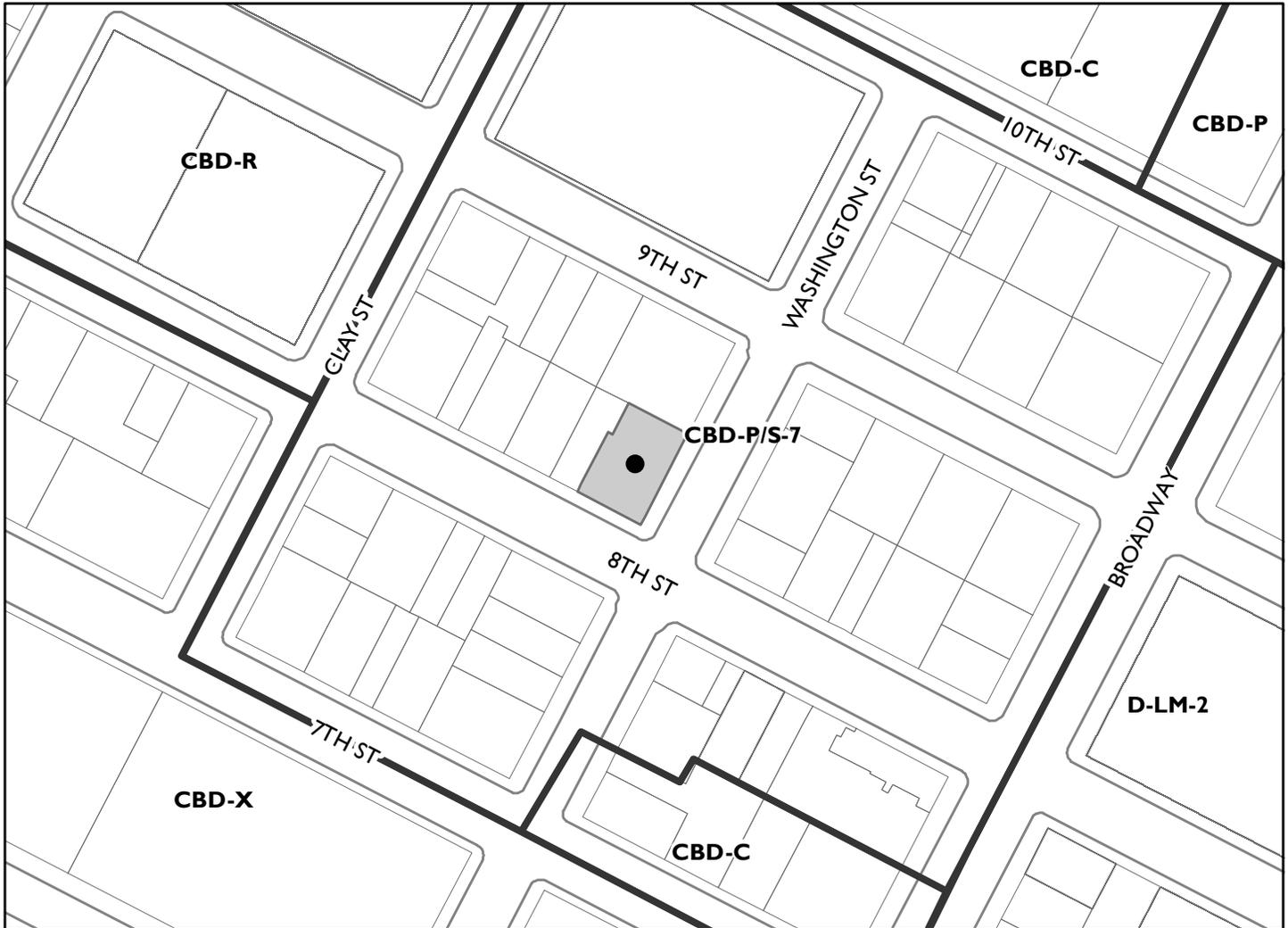
Location:	801-805 Washington – See map on reverse
Assessor's Parcel Number:	001 020302700
Proposal:	Appeal of the Zoning Manager's Determination filed under DET190030, a status determination on the applicability of Oakland Municipal Code Chapter 17.153, demolition, conversion and rehabilitation regulations for residential hotels.
Appellants:	Kai Eng and Paula Eng
Applicant/Owners:	Kai Eng and Pamela Eng
Case File Number:	APL19023
Original Case File Number:	DET190030
Planning Determination Required:	Initial Usage Report required if the Zoning Manager's Determination is Upheld
General Plan:	Central Business District
Zoning:	CBD-P/S-7
Environmental Determination:	The determination is not considered a project as defined by Section 15378 of the State CEQA guidelines, and therefore does not require CEQA review.
Historic Status:	Local Register, API: Old Oakland, OCHS Rating: B*1+, Local Landmark (Gooch (A.J.) Block-Winsor House)
City Council District:	3
Status:	The Zoning Determination Letter was mailed on September 24, 2019; Determination appealed on October 4, 2019.
Staff Recommendation:	Deny the Appeal and uphold the Zoning Manager's Determination to deny the Statement of Exemption.
Finality of Decision:	Final Decision, not administratively Appealable pursuant to OMC Section 17.132.030.
For Further Information:	Contact case Planner Brittany Lenoir at (510) 238-4977 or blenoir@oaklandca.gov

SUMMARY

Oakland's Residential Hotels represent an increasingly rare form of natural occurring affordable housing (NOAH) essential to sheltering Oakland's most vulnerable residents. Pursuant to Ordinance No. 13509 C.M.S., adopted by City Council on December 4, 2018, the Planning Code was amended to include Section 17.153 Demolition, Conversion and Rehabilitation Regulations for Residential Hotels (the "Regulations"). The Regulations create a process for the City to notify the property owners of buildings the City has preliminarily determined to be a Residential Hotel, and for those property owners who dispute that determination to file a Statement of Exemption detailing why the building at issue is not a residential hotel and therefore exempt from the Regulations.

As a result, within 30 days of the adoption of the ordinance, notices were sent out to the owners of preliminarily identified Residential Hotels to apply for a Notice of Exemption or Initial Usage Report. The intent of the Notice of Exemption process is to determine whether the Regulations apply to the building, and to determine the legal status of the building as of December 13, 2016. Specifically, whether a building is considered a Residential Hotel is determined based off tax records, prior Building and Planning permits, physical characteristics, Alameda County Assessor records, and other applicable documentation.

CITY OF OAKLAND PLANNING COMMISSION



Case File: APL19023 (Appeal of DET190030)
Applicant: Kai Eng and Pamela Eng
Address: 801- 805 Washington
Zone: CBD-P/S-7

801-805 Washington, currently known as Old Oakland Hotel, was one of the sites that was preliminarily identified to be a Residential Hotel. On April 2, 2019, a Notice of Exemption application was submitted to the Planning Department with the owner Kai Eng noted as the contacts. The Planning Bureau requested additional documentation via electronic mail and US Mail in accordance with OMC Section 17.153.030C. Because no response to the request for additional documents was received, the application for a Certification of an Exemption was denied and the property was automatically determined to be a Residential Hotel that is comprised entirely of individual Residential Hotel Units, in accordance with the requirements of OMC Section 17.153.030C. Additionally, the documentation that staff did have supported the conclusion that the property is a Residential Hotel comprised entirely of individual Residential Hotel Units. For the reasons stated in this report and attachments, including the Appellant's failure to assert error, abuse of discretion, or lack of evidence in the Zoning Manager's decision, staff recommends the Planning Commission deny the Appeal, thereby, upholding the Zoning Manager's Determination of a denial of the Residential Hotel Statement of Exemption.

LEGISLATIVE HISTORY

The City of Oakland has been monitoring the status of Residential Hotel Units, a common form of Single-Room Occupancy (SRO) units, since at least 1985. A report prepared that year found that SRO units “have been removed from the housing stock at a very rapid rate.” The report identified “at least 27 facilities which can be classified as residential hotels (i.e., at least 10% of the units being used for SRO housing).” The 25 hotels that responded to the City’s survey included a total of 1,861 rooms available for rent. While a 2004 report identified additional Residential Hotels, a 2015 report found that the City lost approximately 799 Residential Hotel Units in Downtown Oakland.

To combat these losses, on October 4, 2016, the City Council unanimously passed Resolution No. 86408 C.M.S., which requested the City Planning Commission to initiate action to amend Oakland’s Planning Code to help preserve the existing supply of Residential Hotel Units, and to return to City Council with proposed amendments. Subsequently, the City Council adopted an ordinance that placed a moratorium on actions that would lead to the loss of Residential Hotel Units. This ordinance, titled Ordinance No. 13410 C.M.S., went into effect on December 13, 2016. In January of 2017, the moratorium was extended until December 11, 2018. On December 4, 2018, the City Council adopted Ordinance No. 13509 C.M.S., the Residential Hotel Regulations.

Both state law and the Regulations define a “Residential Hotel.” Since at least 2005, California Health and Safety Code Section 50519 has defined a Residential Hotel as

“any building containing six or more guestrooms or efficiency units, as defined by Section 17958.1, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, but does not mean any building containing six or more guestrooms or efficiency units, as defined by Section 17958.1, which is primarily used by transient guests who do not occupy that building as their primary residence.”

Similarly, the Regulations state that a “Residential Hotel is defined in accordance with California Health and Safety Code Section 50519,” and means

“any building built before 1960 containing six (6) or more Rooming Units, as defined in Section 17.09.040, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area.”

The Planning Code further defines Rooming Unit to mean

“a room or suite of rooms, not including a kitchen, designed or occupied as separate living quarters, with or without common boarding provisions, but excluding such rooms where they accommodate a total of three (3) or fewer paying guests within a One-Family Dwelling Residential Facility through the main portion of which access may be had to all such rooms; provided that in the case of student dormitories and similar group living arrangements, each two beds shall be deemed a rooming unit.

The Regulations impose restrictions on certain actions relating to residential hotels, and additionally require a Conditional Use Permit (CUP) before other specified actions may occur. In particular, any amenity rehabilitation of a Residential Hotel Unit or a Residential Hotel is prohibited, as is the conversion or demolition of a Residential Hotel Unit or Residential Hotel if there have been any adjudicated cases evidencing tenant harassment or illegal eviction in the past five years. A CUP is required before the demolition or conversion of a Residential Hotel, which will only be granted upon showing that replacement Residential Hotel Units will be provided. Various exceptions to the CUP requirement are outlined in the Regulations. Finally, the Regulations impose a requirement that owners inform the City of notice of a proposed offering for sale or transfer of a residential hotel property and allow the City 90 days to tender an offer to purchase the property.

The Regulations apply to Residential Hotels that the City has specifically identified. The Regulations include a process to ensure that a property owner who contends that their property is not a Residential Hotel has the opportunity to submit evidence explaining why. Section 17.153.030 states that the Planning and Building Department will notify by mail property owners preliminarily determined by the City to be operating a Residential Hotel subject to the Regulations. The property owner then has either 180 days to submit an Initial Usage Report describing the physical and operational characteristics of the property, or 90 days to file a Statement of Exemption. The Director of Planning shall review the documentation submitted, and the property owner may appeal the Director's determination within 10 calendar days.

BACKGROUND

On April 2, 2019, the owner of Old Oakland Hotel submitted a "Residential Hotel Statement of Exemption" application to the Planning Department (Attachment A). An incomplete letter was sent via U.S. Mail and electronic mail on May 1, 2019 detailing the items that were considered insufficient or were not submitted in the initial submittal, including, but not limited to: Planning and Building permit records, interior photographs, floor plans, and Alameda County Assessor Records (Attachment B-1). No response from the applicant was received. Per OMC Section 17.153.030C:

If the Director determines that additional information is needed to make a determination, the Director shall request the additional information in writing. The owner shall furnish the requested information within thirty (30) calendar days upon receipt of the written request. If the requested information is not furnished, the Director will issue the Certificate of Status confirming that the building is a Residential Hotel that is composed entirely of individual Residential Hotel Units.

As a result, a Determination letter was mailed to the applicant via certified mail and electronic mail dated September 24, 2019, stating that since no response was received from the initial incomplete letter the Statement of Exemption was denied and the building has been determined to be a Residential Hotel entirely composed of individual Residential Hotel Units. This determination does not include the ground floor commercial spaces since those do not have the typical physical characteristics of a Residential Hotel. The Determination letter also identifies documentation supporting the conclusion that the property is a Residential Hotel, including:

- Three separate Residential Hotel Reports prepared by the City identify the building at 805 Washington Street as a Residential Hotel. The 1985 report states that the Residential Hotel had 35 tenants who were neither transient nor business occupants, i.e., the permanent tenants. The 2004 report states that this property had 38 total rooms and 37 total available rooms, that 67% of the occupants at the time were staying less than 30 days and therefore approximately 33% of the occupants were staying for greater than 30 days. The 2015 report identifies the Old Oakland Hotel as a Residential Hotel with 37 total units and 35 total available units.

- Several City of Oakland building permits indicate that the property has been used for residential purposes. A 1959 building permit stated the present use of the building as “Apt & Retail.” A 1989 building permit indicated the present and proposed use of the building as “Hotel/Residential.” A 1993 building permit application indicated the present use of the building as “Res Hotel/Comm 85.”

A timely appeal was received on October 4, 2019, and additional details of the appeal can be found in the *Basis of Appeal* Section of the Staff Report.

PROPERTY DESCRIPTION

The subject site is on the corner of 8th Street and Washington Street, and based off historic reports and documentations, it appears to be a mixed-use building with ground floor commercial space and habitable rooms at the second and third floors. The building is a Local Register Property and Local Landmark, is in a historic district (Area of Primary Importance: Old Oakland), and has an Oakland Cultural Heritage Survey (OCHS) Rating of B*1+.

BASIS FOR APPEAL

The Appellant filed a timely Appeal of the Zoning Manager’s Determination on October 4, 2019. The following is a summary of the specific issues raised in the Appeal along with staff’s response to each point. Please refer to Attachment C for the specific points that were brought up by the appellant.

The basis for the appeal is shown in **bold** text and the staff response follows each point in regular type:

- 1. The hotel has paid Transient Occupancy Tax (TOT) and has evidence it was paid every month since 2011. Also, the 19 upstairs units have been run as a commercial hotel for the past nine years.**

Oakland Municipal Code Chapter 4.24 requires individuals who occupy space in any hotel/motel, lodge or bed & breakfast within the City of Oakland for a period of thirty consecutive days or less to pay the City of Oakland Transient Occupancy Tax (TOT). While the tax is paid by the guest, the operator is responsible for collecting and remitting TOT to the City Tax Administrator. An individual who occupies space in a hotel for more than 30 consecutive days is considered a “permanent resident” of the unit for purposes of Chapter 4.24 and is exempt from paying the TOT beginning the 31st day of occupancy.

That a property owner has remitted some TOT fails to establish that the property is not a Residential Hotel. Per the definition of “Residential Hotel”, only six or more rooming units need to be occupied by tenants who utilize those spaces as their primary residence. In other words, even if other units are used for commercial purposes, if six of the units in the building are used for residential purposes, the building as a whole is classified as a Residential Hotel. Evidence that the property owner has remitted TOT is consistent with the 2004 Residential Hotel report that shows that while 66% of the units were used for short term stays and thus subject to TOT, 33% or at least 12 of the units were used by residents for stays exceeding 30 days (Attachment B-7). Further, while the length of stay can be indicative of whether a unit is being used as a primary residence, length of stay does not conclusively establish whether the unit is serving as a primary residence. That a Residential Hotel could potentially be paying TOT for guests who stay for thirty or less days, therefore, is not a definitive indicator of a commercial hotel.

The Appellant alleges that the nineteen units upstairs have been run as a commercial hotel for the

past nine years, but there has been record history that indicates otherwise. One example is a note from an annual deemed approved inspection for hotels, motels, and rooming houses by an inspector in Code Enforcement (Record #1603760), which states, “spoke to manager, [...] he said the hotel is SRO; most rooms are more than 28 days; there are some less” (Attachment D). Another example being a 2001 Report of Residential Building Record (3-R Report) that was completed by the owner at the time, Santelia Johnson, who noted the building as having 38 SRO rooms (Attachment E).

2. Alameda County Assessor’s Office classifies this building as a hotel.

The classifications given to properties by the Alameda County Assessor’s Office and the City of Oakland Planning Department are not identical, and therefore, there may be a different interpretation of the use of the building. Regardless of how Alameda County is identifying this property, there have been reports that point to this site being utilized as a Residential Hotel. This property has historically been identified as operating as a Residential Hotel and was included in prior Oakland Housing Reports in 1985, 2004, and 2015 (Attachments B-6, B-7, and B-8).

3. The City of Oakland Permit Office has multiple “non-residential” permits and business licenses on file.

As confirmed by the Appellant, this space has historically been used and is currently used as a mixed-use building with the ground floor used for retail spaces and upper stories used for habitable rooms. Because of the mixed-use nature of this building, many of the permits that were issued throughout the years have been for the ground floor commercial space, hence the “non-residential” classification.

There being non-residential permits and business licenses on file does not preclude the presence of habitable rooms that appear to be utilized for residential activities. There are multiple “Housing Habitability” complaints on file. For example, a complaint dated July 26, 2017 (#1703273) describes substandard conditions including holes in the wall, inoperable bathroom facilities, broken stairs and handrail.

4. A representative from the City of Oakland Business Tax Section has verified that “Old Oakland Hotel” has a valid and current business certificate with the City of Oakland, for Type “P” for Hotels and Motels.

The classifications given to establishments by the Business Tax Department and the Zoning Department may not always align perfectly, and therefore, this argument is not definitive in proving that the Old Oakland Hotel does not have guests that are utilizing rooms as their primary residences on a thirty-day or longer basis. In addition, owners of both commercial hotels and residential rental units must both receive business certificates so this argument is not relevant.

5. There has been a number of commercial leases at this site.

This argument is invalid since the presence of commercial spaces within the building does not preclude a building from also including Residential Hotel Units and thus being a Residential Hotel.

6. 807 to 811 Washington are commercial floor retail space, and there are many records confirming this, including: retail and commercial leases, YELP business advertisements, permits, and business licenses.

Again, the presence of commercial space, commercial leases, and business licenses do not confirm

that the upper stories are not being utilized as a Residential Hotel. It is not uncommon to have separate ground floor commercial space in buildings that also contain residential and hotel uses so this argument is also not relevant.

7. The Incomplete Letter dated May 1, 2019 was never received.

The Planning Bureau sent initial notices to the owners of preliminarily identified Residential Hotels via certified mail. The Appellant responded to that notice by submitting the Notice of Exemption application, further confirming the mailing address by noting it on the application. Planning staff mailed an incomplete letter dated May 1, 2019 to the same address. In addition, the Planning Code does not require incomplete letters to be sent via certified mail. Both a valid address and electronic mail address were provided and utilized to send the correspondence.

CONCLUSION

There is ample evidence in the form of historic records, permit history, and Oakland Housing reports which identify this building as being utilized as a Residential Hotel. In addition, since no response was received from the initial Incomplete Letter dated May 1, 2019, per the Planning Code Section 17.153.030C, the Director has determined that this building is a Residential Hotel entirely comprised of Residential Hotel Units. This determination does not impact the existing ground floor commercial spaces, but an Initial Usage Report will need to be done to confirm the number of Residential Hotel Units and amenity spaces. As a result, the Zoning Manager's Determination was issued correctly and the Appeal should be denied.

RECOMMENDATIONS

1. Deny the Appeal, thereby upholding the Zoning Manager's Determination that the subject site contains a Residential Hotel entirely comprised of Residential Hotel Units.

Prepared by:



BRITTANY LENOIR
Planner II

Reviewed by:



ROBERT MERKAMP
Zoning Manager

Approved for forwarding to the
City Planning Commission:



for

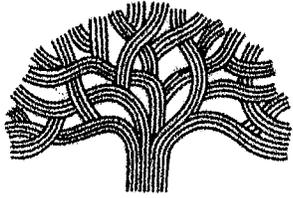
EDWARD MANASSE
Deputy Director
Bureau of Planning

ATTACHMENTS:

- A. Statement of Exemption Submittal dated April 2, 2019
- B. Residential Hotel Status Determination dated September 24, 2019
 - B-1. Incomplete Letter dated May 1, 2019
 - B-2. 1948 Zoning Code, Excerpt for Definition of "Hotel"
 - B-3. 1959 Building Permit
 - B-4. 1989 Building Permit
 - B-5. 1993 Building Permit
 - B-6. Excerpt from 1985 Report, "Residential Hotels in Downtown Oakland", Table A, page 1, and Hotel Survey Dataset p.11 - 13
 - B-7. 2004 Report, "Downtown Oakland's Residential Hotels", pages 3 and 9-10
 - B-8. 2015 Report, "Downtown Oakland's Residential Hotels," page 6
 - B-9. Initial Usage Report Application Form
- C. Appeal Submittal dated October 4, 2019
- D. Record #1603760 Comments
- E. 3-R Report dated May 9, 2001

LEGAL NOTICE:

ANY PARTY SEEKING TO CHALLENGE THIS DECISION IN COURT MUST DO SO WITHIN NINETY (90) DAYS OF THE ANNOUNCEMENT OF A FINAL DECISION, PURSUANT TO THE CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1094.6, UNLESS A SHORTER PERIOD APPLIES.



CITY OF OAKLAND

RESIDENTIAL HOTEL STATEMENT OF EXEMPTION

Planning and Building Department

250 Frank H. Ogawa Plaza

2nd Floor, Suite 2114

Oakland, CA 94612

Tel (510) 238-3911

Fax (510) 238-4730

Instructions

As established by Ordinance No. 13509 C.M.S., if you believe you have evidence that your property is not a Residential Hotel, as defined in Planning Code Section 17.153.020 (see page 4 of this form), you must submit this Statement of Exemption form along with required supporting documentation in person to the Zoning Permit Counter on the 2nd floor of 250 Frank H. Ogawa or via mail to the Planning and Building Department by **April 3, 2019**. If more space is needed than the form provides, additional pages may be attached. Please include the payment of fees (\$473.92) required to process the Statement of Exemption. In order to make the necessary determinations and verify information provided, the City also reserves the right to do inspections of the property, subject to the applicable fees.

If the Planning and Building Director determines that the property is not a Residential Hotel, the fee for filing a Statement of Exemption and any inspection fees will be reimbursed. If the Statement of Exemption is denied, you will need to file an Initial Usage Report form within the remainder of the 180 days allotted for submittal of the Initial Usage Report per Code Section 17.153.030(B)(1).

1. GENERAL INFORMATION

Name of Applicant:

KAI T. ENG

Contact Number:

415-828-5904

Mailing Address:

22 CASTLEBAR PL ALAMEDA CA 94502

Email Address:

KAI4004@ATT.NET

Site Address:

801-805 WASHINGTON ST OAKLAND CA 94607

Site Assessor's Parcel Number:

001 020302700

Office Use Only

Receive Date:

Para un intérprete en español u otra ayuda, por favor envíe un correo electrónico a cferracane@oaklandnet.com o llame al (510) 238-3903.

你需要手語、西班牙語、粵語或國語翻譯服務嗎？請在會議前五個工作日電郵 dfhai@oaklandnet.com 或致電 (510) 238-3584。

Attached
45 pages

ATTACHMENT D

2. PROPERTY OWNER AND APPLICANT INFORMATION

Owner: KAI ENG & PAMELA ENG

Owner Mailing Address: 22 CASTLEBAR PL

City/State: ALAMEDA CA

Zip: 94502

Phone No.: 415-828-5904 Fax No.: _____

E-mail: KAI4004@ATT.NET

To be completed only if Applicant is not the Property Owner:

I authorize the applicant indicated below to submit the application on my behalf.

Applicant (Authorized Agent), if different from Owner: _____

Applicant Mailing Address: _____

City/State: _____

Zip: _____

Phone No.: _____

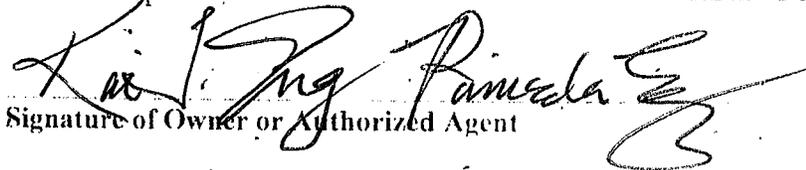
Fax No.: _____

E-mail: _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation of determinations, as decided by the Planning and Building Director. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature above.

I certify that statements made to me about the time it takes to review and process this application are general. I am aware that the City has attempted to request everything necessary for an accurate and complete review of my proposal; however, that after my application has been submitted and reviewed by City staff, it may be necessary for the City to request additional information and/or materials. I understand that any failure to submit the additional information and/or materials in a timely manner may render the application inactive and that periods of inactivity do not count towards statutory time limits applicable to the processing of this application.

I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT ALL THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.


Signature of Owner or Authorized Agent

Date 3/30/2019

Attached 45 pages

3. STATEMENT OF EXEMPTION

The owner has the burden of proving by a preponderance of the evidence that the property is exempt from the provisions of Ordinance No. 13509.C. M.S.

The **STATEMENT OF EXEMPTION** shall be accompanied by evidence, such as:

- A certified copy of the property's tax returns **pages (1-4)**
- Transient occupancy tax records **pages 6, 7 Commercial hotel/Retail Space**
- Residential landlord tax records **pages (1-4)**
- Planning and Building Permit records **pages (8-30) (31-43)**
- Alameda County Assessor records **(31-33) pages (31-43)**
- Floor plans (following standards described below)
- Any other evidence necessary to prove the property does not meet the afore-mentioned definition of Residential Hotel or that individual units do not meet the definition of a Residential Hotel Unit, as set forth in Section 17.153.020. **pages (8-30) Commercial/Retail space**
Retail/Commercial) pages (44-45) Business License

Please explain why you believe the provided evidence demonstrates that your property is not a Residential Hotel, as defined in Planning Code Section 17.153.020:

The parcel 001 020302700 SINCE 1874
 to 1983 to 2019 AT ADDRESS 801-805
 WASHINGTON STREET, OAKLAND CA 94607 HAS
 OPERATED AS A COMMERCIAL HOTEL AND
 IS DOCUMENTED IN CITY OF OAKLAND RECORDS.
 The space is also commercial retail space
 as well. The enclosed permits and
 business licenses (The Bento House, Snow
 Mochi LLC, Poke Life EAST, Parliament Cabaret,
 Posh Polish Nails, PIN AND Tonic Hair Salon,
 and office space retails are proof
 this is a commercial hotel and retail
 space since 1874.

Attached 45 pages

4. **DEFINITIONS** - Planning Code Section 17.153.020, 17.09, 17.10 (for reference only)

YES "Commercial Activities" include the distribution and sale or rental of goods; the provision of services other than those classified as Civic Activities; and the administrative and research operations of private, profit-oriented firms, other than public utility firms. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040

YES "Commercial Hotel" means a hotel that operates as a Commercial Activity, as defined in Section 17.10.260, which provides lodging to guests that is not used or is not intended to be used as a primary residence.

"Commercial Hotel Unit" means a Rooming Unit or Efficiency Unit, as defined in Section 17.09.040 of the Oakland Planning Code, that operates within a Commercial Hotel or has been granted a Conditional Use Permit for Conversion, as set forth in Section 17.153.050.

"Efficiency dwelling unit" means a dwelling unit containing only a single habitable room other than a kitchen, or containing a total of less than five hundred (500) square feet of floor area.

"Owner" means an owner of record of a Residential Hotel, or an entity or individual with a long-term lease or some form of equitable interest in a Residential Hotel.

"Permanent Residential Activities" include the occupancy of living accommodations on a thirty (30) days or longer basis, with none of the living units under the same ownership or management on the same lot being occupied on a shorter basis; but exclude institutional living arrangements other than state-licensed Residential Care Facilities for six (6) or fewer residents. However, such state-licensed Residential Care Facilities shall be subject to the three hundred (300) foot separation requirement in Section 17.103.010.B. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

"Residential Hotel" is defined in accordance with California Health and Safety Code Section 50519, and means any building built before 1960 containing six (6) or more Rooming Units, as defined in Section 17.09.040, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area. See also the process for Status Determination in Section 17.153.030. Any building or units that are constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

"Residential Hotel Unit" means a Rooming Unit or Efficiency Dwelling Unit, as those terms are defined in Section 17.09.040 of the Oakland Planning Code, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and are located within a Residential Hotel. Any unit that is constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

"Rooming Unit" means a room or suite of rooms, not including a kitchen, designed or occupied as separate living quarters, with or without common boarding provisions, but excluding such rooms where they accommodate a total of three (3) or fewer paying guests within a One Family Dwelling Residential Facility through the main portion of which access may be had to all such rooms; provided that in the case of student dormitories and similar group living arrangements, each two beds shall be deemed a rooming unit.

"Semi-Transient Residential Activities" include the occupancy of living accommodations partly on a thirty (30) days or longer basis and partly for a shorter time period, but with less than thirty percent (30%) of the living units under the same ownership or management on the same lot being occupied on a less-than-thirty (30) day basis; but exclude institutional living arrangements involving the provision of a special kind of care or forced residence, such as in nursing homes, orphanages, asylums, and prisons. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

"Transient Habitation Commercial Activities" include the provision of lodging services to transient guests on a less-than thirty (30) day basis, other than in the case of activities classified by Section 17.10.120 Semi-Transient Residential Activities or Section 17.10.125 Bed and Breakfast Residential Activities. Examples include hotels and motels. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

Form **1040** Department of the Treasury—Internal Revenue Service (99) **U.S. Individual Income Tax Return**

2017

OMB No. 1545-0074

IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2017, or other tax year beginning

, 2017, ending

, 20

See separate instructions.

Your first name and initial
KAI T.

Last name
ENG

Your social security number

If a joint return, spouse's first name and initial
PAMELA M

Last name
ENG

Home address (number and street). If you have a P.O. box, see instructions.

22 CASTLEBAR

PL

Apt. no.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).

ALAMEDA

CA.

94502

Foreign country name

Foreign province/state/county

Foreign postal code

▲ Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.
 You Spouse

Filing Status

1 Single

2 Married filing jointly (even if only one had income)

3 Married filing separately. Enter spouse's SSN above and full name here. ▶

4 Head of household (with qualifying person). (See instructions.)

If the qualifying person is a child but not your dependent, enter this child's name here.

5 Qualifying widow(er) (see instructions)

Check only one box.

Exemptions

6a Yourself. If someone can claim you as a dependent, do not check box 6a.

b Spouse

c Dependents:

(1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) If child under age 17 qualifying for child tax credit

If more than four dependents, see instructions and check here

Boxes checked on 6a and 6b

No. of children on 6c who:
• lived with you
• did not live with you due to divorce or separation (see instructions)

Dependents on 6c not entered above

Add numbers on lines above ▶

d Total number of exemptions claimed

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2

8a Taxable interest. Attach Schedule B if required.

b Tax-exempt interest. Do not include on line 8a

9a Ordinary dividends. Attach Schedule B if required

b Qualified dividends

10 Taxable refunds, credits, or offsets of state and local income taxes

11 Alimony received

12 Business income or (loss). Attach Schedule C or C-EZ

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here

14 Other gains or (losses). Attach Form 4797

15a IRA distributions

b Taxable amount

16a Pensions and annuities

b Taxable amount

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E

18 Farm income or (loss). Attach Schedule F

19 Unemployment benefits

20a Social security benefits

b Taxable

21 Other income. List type and amount

22 Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶

Adjusted Gross Income

23 Educator expenses

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ

25 Health savings account deduction. Attach Form 8889

26 Moving expenses. Attach Form 3903

27 Deductible part of self-employment tax. Attach Schedule SE

28 Self-employed SEP, SIMPLIFIED, and qualified plans

29 Self-employed health insurance deduction

30 Penalty on early withdrawal of savings

31a Alimony paid b Recipient's SSN ▶

32 IRA deduction

33 Student loan interest deduction

34 Tuition and fees. Attach Form 8917

35 Domestic production activities deduction. Attach Form 8903

36 Add lines 23 through 35

37 Subtract line 36 from line 22. This is your adjusted gross income ▶

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 11320B

220

CONFIDENTIAL

73536-1

Returned for Signature
RECEIVED
27 2018
FRENNO, CA

page 1

**SCHEDULE E
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)
Name(s) shown on return

Supplemental Income and Loss
(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.
▶ Go to www.irs.gov/ScheduleE for instructions and the latest information.

OMB No. 1545-0074

2017

Attachment
Sequence No. 13

KAI T. ENG

Part I Income or Loss From Rental Real Estate and Royalties Note: If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2017 that would require you to file Form(s) 1099? (see instructions) Yes No
B If "Yes," did you or will you file required Forms 1099? Yes No

1a Physical address of each property (street, city, state, ZIP code)

A [REDACTED]
B 801-815 WASHINGTON ST. OAKLAND, CA. 94607
C [REDACTED]

1b	Type of Property (from list below)	2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.	Fair Rental Days	Personal Use Days	QJV
A	[REDACTED]				<input type="checkbox"/>
B	HOTEL & COMMERCIAL		365		<input type="checkbox"/>
C	[REDACTED]				<input type="checkbox"/>

Type of Property:

- 1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental
2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income:	Properties:	A	B	C
3 Rents received	3	[REDACTED]	435,287.38	[REDACTED]
4 Royalties received	4	[REDACTED]		[REDACTED]
Expenses:				
5 Advertising <i>4 TELEPHON</i>	5	[REDACTED]	[REDACTED]	[REDACTED]
6 Auto and travel (see instructions) <i>LOAN FEE</i>	6	[REDACTED]	[REDACTED]	[REDACTED]
7 Cleaning and maintenance	7	[REDACTED]	[REDACTED]	[REDACTED]
8 Commissions <i>LOAN FEE \$461.8 FOR 7 YEARS</i>	8	[REDACTED]	[REDACTED]	[REDACTED]
9 Insurance	9	[REDACTED]	[REDACTED]	[REDACTED]
10 Legal and other professional fees	10	[REDACTED]	[REDACTED]	[REDACTED]
11 Management fees	11	[REDACTED]	[REDACTED]	[REDACTED]
12 Mortgage interest paid to banks, etc. (see instructions)	12	[REDACTED]	[REDACTED]	[REDACTED]
13 Other interest <i>LOAN FEE to 2018</i>	13	[REDACTED]	[REDACTED]	[REDACTED]
14 Repairs <i>RET CONT.</i>	14	[REDACTED]	[REDACTED]	[REDACTED]
15 Supplies	15	[REDACTED]	[REDACTED]	[REDACTED]
16 Taxes <i>PRO</i>	16	[REDACTED]	[REDACTED]	[REDACTED]
17 Utilities	17	[REDACTED]	[REDACTED]	[REDACTED]
18 Depreciation expense or depletion	18	[REDACTED]	[REDACTED]	[REDACTED]
19 Other (list) ▶ <i>LICE AND RENTAL TAX, HOA</i>	19	[REDACTED]	[REDACTED]	[REDACTED]
20 Total expenses. Add lines 5 through 19	20	[REDACTED]	[REDACTED]	[REDACTED]
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198	21	[REDACTED]	[REDACTED]	[REDACTED]
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22	[REDACTED]	[REDACTED]	[REDACTED]
23a Total of all amounts reported on line 3 for all rental properties	23a	[REDACTED]	[REDACTED]	[REDACTED]
b Total of all amounts reported on line 4 for all royalty properties	23b	[REDACTED]	[REDACTED]	[REDACTED]
c Total of all amounts reported on line 12 for all properties	23c	[REDACTED]	[REDACTED]	[REDACTED]
d Total of all amounts reported on line 18 for all properties	23d	[REDACTED]	[REDACTED]	[REDACTED]
e Total of all amounts reported on line 20 for all properties	23e	[REDACTED]	[REDACTED]	[REDACTED]
24 Income. Add positive amounts shown on line 21. Do not include any losses	24	[REDACTED]	[REDACTED]	[REDACTED]
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25	[REDACTED]	[REDACTED]	[REDACTED]
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26	[REDACTED]	[REDACTED]	[REDACTED]

2016-15
2018-19

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 11344L

Schedule E (Form 1040) 2017

pages #1

page (2)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

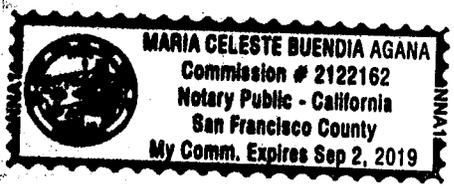
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Francisco }

On 3/28/19 before me, Maria Celeste Buendia Agana,
Date Here Insert Name and Title of the Officer

personally appeared Kai Eng
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Tax returns for 2017 Certified Original
Document Date: 10/27/2018 Number of Pages: 3
Signer(s) Other Than Named Above: Kai Eng

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kai Eng
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[X] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other: Tax return
Signer is Representing:



CITY OF OAKLAND

Revenue Division - Business Tax Section
250 Frank H. Ogawa Plaza, #1320
Oakland, CA 94612
(510) 238-3704 TDD (510) 238-3254
www.oaklandnet.com

Acknowledgement of Payment Received

Date: February 14, 2019

The City of Oakland acknowledges receipt of the following payment on the date printed above.

This payment will be tendered against the following account(s)

Account #: 00142895
Account Name: OLD OAKLAND HOTEL
Account Address: 22 CASTLEBAR PL ALAMEDA, CA 94502-7746
Account Paid: TOT - TRANSIENT OCCUPANCY TAX
Business Address: 801 WASHINGTON ST OAKLAND, CA 94607-4029

Please keep this acknowledgement for your records. Thank you.

Payment received by: JG

Payment Type:	Check (No. 1155)
January	
TOT Transient Occupancy Tax	\$2,414.00
Total	\$2,414.00

PROOF OF
PROPERTY
TRANSIENT TAX
RECORDS
PAID EVERY MONTH
FOR MANY YEARS



City of Oakland Revenue
150 Frank Ogawa Plaza
Suite 5342
(510) 238-3704

CITY OF OAKLAND

Revenue Division - Business Tax Section
250 Frank H. Ogawa Plaza, #1320
Oakland, CA 94612
(510) 238-3704 TDD (510) 238-3254
www.oaklandnet.com

DEPT#: 108346
108 - TOT Transient Occupancy Tax
1x 258.54 258.54

Account #: 00142895

DEPT#: 108346
108 - TOT Transient Occupancy Tax
1x 64.70 64.70

Account #: 00142895

DEPT#: 108346
108 - TOT Transient Occupancy Tax
1x 64.70 64.70

Account #: 00142895

DEPT#: 108346
108 - TOT Transient Occupancy Tax
1x 64.70 64.70

Account #: 00142895

DEPT#: 108346
108 - TOT Transient Occupancy Tax
1x 36.69 36.69

Account #: 00142895

DEPT#: 108346
108 - TOT Transient Occupancy Tax
1x 15.21 15.21

Account #: 00142895

DEPT#: 108346
108 - TOT Transient Occupancy Tax
1x 12.79 12.79

Account #: 00142895

DEPT#: 108346
108 - TOT Transient Occupancy Tax
1x 1,896.67 1,896.67

Account #: 00142895

Judgement of Payment Received

is receipt of the following payment on the date printed above.

against the following account(s)

AND HOTEL
EBAR PL ALAMEDA, CA 94502-7746
TRANSIENT OCCUPANCY TAX
INGTON ST OAKLAND, CA 94607-4029

for your records. Thank you.

Check (No. 1155)

Occupancy Tax	\$2,414.00
	<hr/>
	\$2,414.00

SubTotal: 2,414.00
Total: 2,414.00
Check 2,414.00

2/14/2019 15:06
#0964456 /86/13
Receipt #: 888951

Thank You For Your Payment





CITY OF OAKLAND

Revenue Division - Business Tax Section
250 Frank H. Ogawa Plaza, #1320
Oakland, CA 94612
(510) 238-3704 TDD (510) 238-3254
www.oaklandnet.com

Acknowledgement of Payment Received

Date: June 14, 2018

The City of Oakland acknowledges receipt of the following payment on the date printed above.

This payment will be tendered against the following account(s)

Account #: 00142895
Account Name: OLD OAKLAND HOTEL
Account Address: 22 CASTLEBAR PL ALAMEDA, CA 94502-7746
Account Paid: TOT - TRANSIENT OCCUPANCY TAX
Business Address: 801 WASHINGTON ST OAKLAND, CA 94607-4029

Please keep this acknowledgement for your records. Thank you.

Payment received by:

Payment Type:	Check (No. 1089)
May	
TOT Transient Occupancy Tax	\$1,997.18
Total	\$1,997.18

Additional
Sample
of Transient
TAX paid



ZC142369 - Japanese Restaurant

This record was placed on HOLD on 2018-12-05.
 Condition: Severity: Hold
 Total conditions: 1 (Hold: 1)

[Learn more about this hold and how to resolve it](#)

[Menu](#) [Reports](#) [Help](#)

File Date: 10/09/2014

Application Status: Approved

Application Detail: Detail

Application Type: Zoning Clearance

Address: 801 WASHINGTON ST

Owner Name: ENG KAI T & PAMELA M

Owner Address: 22 CASTLEBAR PL, ALAMEDA, CA 945027746

Application Name: Japanese Restaurant

Parcel No: 001 020302700

Description of Work: Change of ownership and name of existing restaurant.; operation is Full Service, ok to sell beer ar

Contact Info:	Name	Organization Name	Contact Type	Rel
	<u>Hee Rosenthal</u>		Applicant	
	<u>The Bento House</u>	<u>The Bento House</u>	Proprietor	

Job Value: \$0.00

Total Fee Assessed: \$40.15

Total Fee Invoiced: \$40.15

Balance: \$0.00

Workflow Status:	Task	Assigned To	Status	Status D
	<u>Application Intake</u>		Ready for Pa...	10/09/20
	<u>Closure</u>		Paid and App...	10/09/20

Condition Status:	Name	Short Comments	Status	Ap

No record(s) updated by expression.

Custom Fields: PLN_ZC

APPLICATION QUESTIONS

Proposed Hours

Number of Employees

Home Occupation
No

Include Manufacturing
No

New or Modified Sign
Yes

Changes to Building
No

ADDITIONAL QUESTIONS

pages

Year of Construction

Floor Level

-

-

Suite Number

Square Footage

-

-

PROPERTY INFORMATION

Zoning

CBD-P/S-7

General Plan Designation

Central Business District

Service District

Metro

Council District

COUNCIL DISTRICT 3

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee

Initiated by Product: AV360

page 9

ZC090861

Menu Reports Help

File Date: 04/16/2009

Application Status: Approved

Application Detail: Detail

Application Type: Zoning Clearance

Address: 815 WASHINGTON ST

Owner Name: JOHNSON SANTELIA S & R E & DUR

Owner Address:

Application Name:

Parcel No: 001 020300700

Description of Work: Zoning clearance for the frozen yoghurt business. This general food sales activity is permitted per

Contact Info:	Name	Organization Name	Contact Type	Rel
	BETSY LIU		Applicant	OW

Job Value: \$0.00

Total Fee Assessed: \$30.99

Total Fee Invoiced: \$30.99

Balance: \$30.99

Workflow Status:	Task	Assigned To	Status	Status D
	Application Intake			
	Closure			

Condition Status:	Name	Short Comments	Status	Ap
	PARCEL COMMENT	ZONING APPROVAL FOR ...	Complied	01/

No record(s) updated by expression.

Custom Fields: PLN_ZC

APPLICATION QUESTIONS

Proposed Hours	Number of Employees
-	-
Home Occupation	Include Manufacturing
New or Modified Sign	Changes to Building

ADDITIONAL QUESTIONS

Year of Construction	Floor Level
-	-
Suite Number	Square Footage
-	-

PROPERTY INFORMATION

Zoning

C-52.S-7.S-17

General Plan Designation

-

Service District

-

Council District

-

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee

Initiated by Product:

Zoning
C-52,S-7,S-17

General Plan Designation
-

Service District
-

Council District
-

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee

Initiated by Product:

ZC161074 - posh polish nail salon

Menu Reports Help

File Date: 05/02/2016

Application Status: Approved

Application Detail: Detail

Application Type: Zoning Clearance

Address: 815 WASHINGTON ST

Owner Name: KAI ENG T & PAMELA M

Owner Address: 1245 PARK ST, ALAMEDA, CA 94501000

Application Name: posh polish nail salon

Parcel No: 001 020300700

Description of Work: Zoning clearance for consumer service, nail salon

Contact Info:	Name	Organization Name	Contact Type	Rel
	<u>sivantha ngoc thach</u>		Applicant	Co

Job Value: \$0.00

Total Fee Assessed: \$56.23

Total Fee Invoiced: \$56.23

Balance: \$0.00

Workflow Status:	Task	Assigned To	Status	Status D
	<u>Application Intake</u>		Ready for Pa...	05/02/20
	<u>Closure</u>		Paid and App...	05/02/20

Condition Status:	Name	Short Comments	Status	Ap
	<u>PARCEL COMMENT</u>	ZONING APPROVAL FOR ...	Complied	01/

No record(s) updated by expression.

Custom Fields: **PLN_ZC**

APPLICATION QUESTIONS

Proposed Hours <u>8-8</u>	Number of Employees <u>2</u>
Home Occupation <u>No</u>	Include Manufacturing <u>No</u>
New or Modified Sign <u>No</u>	Changes to Building <u>No</u>

ADDITIONAL QUESTIONS

Year of Construction -	Floor Level -
Suite Number -	Square Footage -

PROPERTY INFORMATION

page 12

Zoning

-

General Plan Designation

-

Service District

-

Council District

-

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING
Affordable Housing impact Fee

Initiated by Product: AV360

Zoning

General Plan Designation

Service District

Council District

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING
Affordable Housing impact Fee

Initiated by Product: AV360

ZC161394 - ZC for ice cream shop at 815 Washington St. Unit B

Menu Reports Help

File Date: 06/14/2016

Application Status: Approved

Application Detail: Detail

Application Type: Zoning Clearance

Address: 815 WASHINGTON ST

Owner Name: KAI ENG T & PAMELA M

Owner Address: 1245 PARK ST, ALAMEDA, CA 94501000

Application Name: ZC for ice cream shop at 815 Washington St. Unit B

Parcel No: 001 020300700

Description of Work: Zoning clearance for ice cream shop (ice cream, gelato and soda drinks) in CBD-P/S-7 zone.

Contact Info:	Name	Organization Name	Contact Type	Rel
	<u>Brandan Tang</u>		Applicant	
	<u>Snow Mochi, LLC</u>	<u>Snow Mochi, LLC</u>	Proprietor	

Job Value: \$0.00

Total Fee Assessed: \$56.23

Total Fee Invoiced: \$56.23

Balance: \$0.00

Workflow Status:	Task	Assigned To	Status	Status D
	<u>Application Intake</u>		Ready for Pa...	06/14/20
	<u>Closure</u>		Paid and App...	06/14/20

Condition Status:	Name	Short Comments	Status	Ap
	<u>PARCEL COMMENT</u>	ZONING APPROVAL FOR ...	Complied	01/

No record(s) updated by expression.

Custom Fields: PLN_ZC

APPLICATION QUESTIONS

Proposed Hours <u>11am to 9pm</u>	Number of Employees <u>2</u>
Home Occupation <u>No</u>	Include Manufacturing <u>No</u>
New or Modified Sign <u>No</u>	Changes to Building <u>No</u>

ADDITIONAL QUESTIONS

Year of Construction -	Floor Level -
Suite Number -	Square Footage -

PROPERTY INFORMATION

Zoning

-

General Plan Designation

-

Service District

-

Council District

-

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee

Initiated by Product: AV360

PROPERTY INFORMATION

Zoning

-

General Plan Designation

-

Service District

-

Council District

-

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee

Initiated by Product: AV360

ZC190302 - ZC @ 815 Washington St: Limited Service Restaurant and Cafe Comme...

Menu Reports Help

File Date: 02/06/2019

Application Status: Approved

Application Detail: Detail

Application Type: Zoning Clearance

Address: 815 WASHINGTON ST

Owner Name: KAI ENG T & PAMELA M

Owner Address: 1245 PARK ST, ALAMEDA, CA 94501000

Application Name: ZC @ 815 Washington St: Limited Service Restaurant and Cafe Commercial Activity

Parcel No: 001 020300700

Description of Work: Zoning Clearance at 815 Washington Street (site address 801 Washington St) for a Limited Serv

Contact Info:	Name	Organization Name	Contact Type	Rel
	<u>Michael Hunh</u>	<u>Poke Life East</u>	Applicant	

Job Value: \$0.00

Total Fee Assessed: \$56.23

Total Fee Invoiced: \$56.23

Balance: \$0.00

Workflow Status:	Task	Assigned To	Status	Status D
	<u>Application Intake</u>		Ready for Pa...	02/06/20
	<u>Closure</u>		Paid and App...	02/06/20

Condition Status:	Name	Short Comments	Status	Ap
	<u>PARCEL COMMENT</u>	ZONING APPROVAL FOR ...	Complied	01/

Custom Fields: PLN_ZC

APPLICATION QUESTIONS

Proposed Hours <u>10am-4pm</u>	Number of Employees <u>3</u>
Home Occupation <u>No</u>	Include Manufacturing <u>No</u>
New or Modified Sign <u>No</u>	Changes to Building <u>No</u>

ADDITIONAL QUESTIONS

Year of Construction -	Floor Level <u>ground</u>
Suite Number -	Square Footage <u>1200</u>

PROPERTY INFORMATION

Zoning

General Plan Designation

-

-

Service District

Council District

-

-

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

Activity Commercial 17.10.274 Limited Serv...

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee

Initiated by Product: AV360

Zoning

General Plan Designation

-

-

Service District

Council District

-

-

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

Activity

Commercial 17.10.274 Limited Serv...

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee

Initiated by Product: AV360

1700499

Menu Reports Help

File Date: [02/07/2017](#)

Case Status:

Case Type: [Nuisance](#)

Case Detail: [Detail](#)

Address: [811 WASHINGTON ST](#)

Owner Name: [KAI ENG T & PAMELA M](#)

Owner Address: [1245 PARK ST, ALAMEDA, CA 94501000](#)

Case Name:

Violator Name: Please see the Case Summary page for a complete list of violators.

Parcel No: [001 020300700](#)

Contact Info:

Name	Organization Name	Contact Type	Rel
------	-------------------	--------------	-----

Licensed Professionals Info:

Primary	License Number	License Type	Name
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Case Description: [C & D letter for no cabaret permit - Parliament](#)

Total Fee Assessed: [\\$0.00](#)

Total Fee Invoiced: [\\$0.00](#)

Balance: [\\$0.00](#)

Workflow Status:

Task	Assigned To	Status	Status D
------	-------------	--------	----------

- [Case Intake](#)
- [Courtesy Letter](#)
- [1st Inspection](#)
- [Follow-Up Inspection](#)
- [Bid Package Preparation](#)
- [Cleanup Process](#)

Condition Status:

Name	Short Comments	Status	Ap
------	----------------	--------	----

[PARCEL COMMENT](#) ZONING APPROVAL FOR ... Complied 01/

Case Comments:

View ID	Comment	Da
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Initiated by Product: AV360

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status
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Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status
-----------------	-----------------	-----------	--------

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ZC090861

Menu Reports Help

File Date: 04/16/2009

Application Status: Approved

Application Detail: Detail

Application Type: Zoning Clearance

Address: 815 WASHINGTON ST

Owner Name: JOHNSON SANTELIA S & R E & DUR

Owner Address:

Application Name:

Parcel No: 001 020300700

Description of Work: Zoning clearance for the frozen yoghurt business. This general food sales activity is permitted per

Contact Info:	Name	Organization Name	Contact Type	Rel
	BETSY LIU		Applicant	OW

Job Value: \$0.00

Total Fee Assessed: \$30.99

Total Fee Invoiced: \$30.99

Balance: \$30.99

Workflow Status:	Task	Assigned To	Status	Status D
	Application Intake			
	Closure			

Condition Status:	Name	Short Comments	Status	Ap
	PARCEL COMMENT	ZONING APPROVAL FOR ...	Complied	01/

No record(s) updated by expression.

Custom Fields: PLN_ZC

APPLICATION QUESTIONS

Proposed Hours	Number of Employees
-	-
Home Occupation	Include Manufacturing
New or Modified Sign	Changes to Building

ADDITIONAL QUESTIONS

Year of Construction	Floor Level
-	-
Suite Number	Square Footage
-	-

PROPERTY INFORMATION

Page 19

Zoning
C-52,S-7,S-17

General Plan Designation
-

Service District
-

Council District
-

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee

Initiated by Product:

ZC140901 - parliament

Menu Reports Help

File Date: 04/07/2014

Application Status: Approved

Application Detail: Detail

Application Type: Zoning Clearance

Address: 811 WASHINGTON ST

Owner Name: KAI ENG T & PAMELA M

Owner Address: 1245 PARK ST, ALAMEDA, CA 94501000

Application Name: parliament

Parcel No: 001 020300700

Description of Work: Zoning clearance for restaurant, meeting area with alcohol CUP

Contact Info:	Name	Organization Name	Contact Type	Rel
	<u>jason bradford</u>		Proprietor	Ow

Job Value: \$0.00

Total Fee Assessed: \$40.15

Total Fee Invoiced: \$40.15

Balance: \$0.00

Workflow Status:	Task	Assigned To	Status	Status D
	<u>Application Intake</u>		Ready for Pa...	04/07/20
	<u>Closure</u>		Paid and App...	04/07/20

Condition Status:	Name	Short Comments	Status	Ap
	<u>PARCEL COMMENT</u>	ZONING APPROVAL FOR ...	Complied	01/

No record(s) updated by expression.

Custom Fields: **PLN_ZC**

APPLICATION QUESTIONS

Proposed Hours
4-12 am (midnite)

Number of Employees
12

Home Occupation
No

Include Manufacturing
No

New or Modified Sign
No

Changes to Building
No

ADDITIONAL QUESTIONS

Year of Construction

Floor Level

Suite Number

Square Footage

PROPERTY INFORMATION

page 21

Zoning

-

General Plan Designation

-

Service District

-

Council District

-

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee

Initiated by Product: AV360

Zoning

General Plan Designation

-

-

Service District

Council District

-

-

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee

Initiated by Product: AV360

ZC152478 - Zoning clearance for restaurant

This record was placed on HOLD on 2018-12-05.
 Condition: Severity: Hold
 Total conditions: 1 (Hold: 1)

[Learn more about this hold and how to resolve it](#)

Menu Reports Help

File Date: 11/10/2015

Application Status: Approved

Application Detail: Detail

Application Type: Zoning Clearance

Address: 815 Washington ST

Owner Name: ENG KAI T & PAMELA M

Owner Address: 22 CASTLEBAR PL, ALAMEDA, CA 945027746

Application Name: Zoning clearance for restaurant

Parcel No: 001 020302700

Description of Work: To operate a restaurant-café in an existing ground-floor commercial space. The new business is t

Contact Info:	Name	Organization Name	Contact Type	Rel
	<u>Dottie Moore</u>		Applicant	

Job Value: \$0.00

Total Fee Assessed: \$56.23

Total Fee Invoiced: \$56.23

Balance: \$0.00

Workflow Status:	Task	Assigned To	Status	Status D
	<u>Application Intake</u>		Ready for Pa...	11/10/20
	<u>Closure</u>		Paid and App...	11/10/20

Condition Status:	Name	Short Comments	Status	Ap

No record(s) updated by expression.

Custom Fields: PLN_ZC

APPLICATION QUESTIONS

Proposed Hours
7:30-3pm

Number of Employees
3

Home Occupation
No

Include Manufacturing
No

New or Modified Sign
No

Changes to Building
No

ADDITIONAL QUESTIONS

Year of Construction

Floor Level

page 23

—
Suite Number
—

—
Square Footage
—

PROPERTY INFORMATION

Zoning
CBD-P/S-7

General Plan Designation
Central Business District

Service District
Metro

Council District
COUNCIL DISTRICT 3

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section
.....

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee
.....

Initiated by Product: AV360

Suite Number

Square Footage

PROPERTY INFORMATION

Zoning
CBD-P/S-7

General Plan Designation
Central Business District

Service District
Metro

Council District
COUNCIL DISTRICT 3

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING
Affordable Housing impact Fee

Initiated by Product: AV360

ZC142369 - Japanese Restaurant

This record was placed on HOLD on 2018-12-05.
 Condition: Severity: Hold
 Total conditions: 1 (Hold: 1)

[Learn more about this hold and how to resolve it](#)

Menu Reports Help

File Date: 10/09/2014

Application Status: Approved

Application Detail: Detail

Application Type: Zoning Clearance

Address: 801 WASHINGTON ST

Owner Name: ENG KAI T & PAMELA M

Owner Address: 22 CASTLEBAR PL, ALAMEDA, CA 945027746

Application Name: Japanese Restaurant

Parcel No: 001 020302700

Description of Work: Change of ownership and name of existing restaurant.; operation is Full Service, ok to sell beer ar

Contact Info:	Name	Organization Name	Contact Type	Rel
	<u>Hee Rosenthal</u>		Applicant	
	<u>The Bento House</u>	<u>The Bento House</u>	Proprietor	

Job Value: \$0.00

Total Fee Assessed: \$40.15

Total Fee Invoiced: \$40.15

Balance: \$0.00

Workflow Status:	Task	Assigned To	Status	Status D
	<u>Application Intake</u>		Ready for Pa...	10/09/20
	<u>Closure</u>		Paid and App...	10/09/20

Condition Status:	Name	Short Comments	Status	Ap

No record(s) updated by expression.

Custom Fields: PLN_ZC

APPLICATION QUESTIONS

Proposed Hours

Number of Employees

Home Occupation

No

Include Manufacturing

No

New or Modified Sign

Yes

Changes to Building

No

ADDITIONAL QUESTIONS

page 25

Year of Construction	Floor Level
-	-
Suite Number	Square Footage
-	-

PROPERTY INFORMATION

Zoning <u>CBD-P/S-7</u>	General Plan Designation <u>Central Business District</u>
Service District <u>Metro</u>	Council District <u>COUNCIL DISTRICT 3</u>

IMPACT FEE

	Transportation Impact Fee
Capital Improvements Impact Fee	Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING
Affordable Housing impact Fee

Initiated by Product: AV360

Year of Construction

Floor Level

-

-

Suite Number

Square Footage

-

-

PROPERTY INFORMATION

Zoning

CBD-P/S-7

General Plan Designation

Central Business District

Service District

Metro

Council District

COUNCIL DISTRICT 3

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee

Initiated by Product: AV360

DS140449 - New Signage

This record was placed on HOLD on 2018-12-05.
 Condition: Severity: Hold
 Total conditions: 1 (Hold: 1)

[Learn more about this hold and how to resolve it](#)

Menu Reports Help

File Date: 12/18/2014

Application Status: Approved

Application Detail: Detail

Application Type: Small Project DR

Address: 801 WASHINGTON ST

Owner Name: ENG KAI T & PAMELA M

Owner Address: 22 CASTLEBAR PL, ALAMEDA, CA 945027746

Application Name: New Signage

Parcel No: 001 020302700

Description of Work: Zoning clearance for approx. 40 square feet on new non-illuminated signage.

Contact Info:	Name	Organization Name	Contact Type	Rel
	John Nguyen		Applicant	

Job Value: \$0.00

Total Fee Assessed: \$450.97

Total Fee Invoiced: \$450.97

Balance: \$0.00

Workflow Status:	Task	Assigned To	Status	Status D
	Application Intake		Approved	12/18/20
	Assignment			
	Zoning Review		Approved	12/18/20

Condition Status:	Name	Short Comments	Status	Ap

Custom Fields: PLN_DS

FEE CALCULATION INFORMATION

Track Level Violation Fee
Signs and Fences

GENERAL INFORMATION

Checklist Type
Non-Residential

SUPPLEMENTAL FORMS

Impervious Surface Area

3-None of the Above

Tree Preservation Ordinance

1-No Protected Trees on Site

Creek Protection Ordinance

2a-No Creek Per My Review

Green Building Ordinance

1-Project Type Not Applicable

Hazardous Waste Statement

Listed-Statement Completed

CEQA EXEMPTION

CEQA Exemption Primary

15301-Existing Facilities

CEQA Exemption Secondary

15183-Projects Consistent with a Community Plan or Zoning

PROPERTY INFORMATION

Zoning

CBD-P/S-7

Historic Designated District

S-7

Historic Status

-

Local Register

Yes

Service District

1

S-7

Yes

General Plan Designation

Central Business District

OCHS Rating

-

Historic Area of Primary Importance

Old Oakland, No consistent height conte

Landmark

Gooch(A.J.)Block-WinsorHouse

Council District

COUNCIL DISTRICT 3

S-11

No

WATER EFFICIENT LANDSCAPE ORDINANCE

Water Efficient Landscape Ordinance

-

Total Landscape Area

-

IMPACT FEE

Affordable Housing Impact Fee

Impact Zone

-

Capital Improvements Impact Fee

Transportation Impact Fee

IMPACT AFFORDABLE HOUSING

Category Calculation for Fee (Number) Reason Impact Zone (Number) Unit - Net Add

IMPACT CAPITAL IMPROVEMENTS

Category Calculation for Fee (Number) Reason Impact Zone (Number) Unit - Net Add

SUPPLEMENTAL FORMS

Impervious Surface Area

3-None of the Above

Tree Preservation Ordinance

1-No Protected Trees on Site

Creek Protection Ordinance

2a-No Creek Per My Review

Green Building Ordinance

1-Project Type Not Applicable

Hazardous Waste Statement

Listed-Statement Completed

CEQA EXEMPTION

CEQA Exemption Primary

15301-Existing Facilities

CEQA Exemption Secondary

15183-Projects Consistent with a Community Plan or Zoning

PROPERTY INFORMATION

Zoning

CBD-P/S-7

Historic Designated District

S-7

Historic Status

-

Local Register

Yes

Service District

1

S-7

Yes

General Plan Designation

Central Business District

OCHS Rating

-

Historic Area of Primary Importance

Old Oakland, No consistent height conte

Landmark

Gooch(A.J.)Block-WinsorHouse

Council District

COUNCIL DISTRICT 3

S-11

No

WATER EFFICIENT LANDSCAPE ORDINANCE

Water Efficient Landscape Ordinance

-

Total Landscape Area

-

IMPACT FEE

Affordable Housing impact Fee

Impact Zone

-

Capital Improvements Impact Fee

Transportation Impact Fee

IMPACT AFFORDABLE HOUSING

Category Calculation for Fee (Number) Reason Impact Zone (Number) Unit - Net Add

IMPACT CAPITAL IMPROVEMENTS

Category Calculation for Fee (Number) Reason Impact Zone (Number) Unit - Net Add

page 28

ZC140386 - ZC: 807 Washington St, Consumer Service (salon)

This record was placed on HOLD on 2018-12-05.
 Condition: Severity: Hold
 Total conditions: 1 (Hold: 1)

[Learn more about this hold and how to resolve it](#)

[Menu](#) [Reports](#) [Help](#)

File Date: [02/10/2014](#)

Application Status: [Approved](#)

Application Detail: [Detail](#)

Application Type: [Zoning Clearance](#)

Address: [807 WASHINGTON ST](#)

Owner Name: [ENG KAI T & PAMELA M](#)

Owner Address: [1245 PARK ST, ALAMEDA, CA 945015247](#)

Application Name: [ZC: 807 Washington St, Consumer Service \(salon\)](#)

Parcel No: [001 020302700](#)

Description of Work:

Contact Info:	Name	Organization Name	Contact Type	Rel
	Phyllis Robles		Applicant	

Job Value: [\\$0.00](#)

Total Fee Assessed: [\\$40.15](#)

Total Fee Invoiced: [\\$40.15](#)

Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status D
	Application Intake		Ready for Pa...	02/10/20
	Closure		Paid and App...	02/10/20

Condition Status:	Name	Short Comments	Status	Ap

No record(s) updated by expression.

Custom Fields: [PLN_ZC](#)

APPLICATION QUESTIONS

Proposed Hours 12-8pm T-F, 9am-6pm Sat	Number of Employees 0
Home Occupation No	Include Manufacturing No
New or Modified Sign No	Changes to Building No

ADDITIONAL QUESTIONS

Year of Construction	Floor Level
-----------------------------	--------------------

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-
Suite Number

-
Square Footage

PROPERTY INFORMATION

Zoning
CBD-P/S-7

General Plan Designation
Central Business District

Service District
-

Council District
COUNCIL DISTRICT 3

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING
Affordable Housing impact Fee

Initiated by Product: AV360

Suite Number

Square Footage

PROPERTY INFORMATION

Zoning
CBD-P/S-7

General Plan Designation
Central Business District

Service District

Council District
COUNCIL DISTRICT 3

IMPACT FEE

Transportation Impact Fee

Capital Improvements Impact Fee

Job Impact Fee

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING
Affordable Housing impact Fee

Initiated by Product: AV360



Parcel Information

The information provided in this map is for reference purposes only. It is not intended for any other use and should not be relied on for other purposes.
To obtain the latest information, please contact the Zoning information Hotline Counter at (510) 238-3911.

Basic Parcel Information

Parcel Number	001 020302700	MoreInfo (https://www.acgov.org/ptax_pub_app/RealSearchInit.do?searchByParcel=true&parcelNumber=1-203-27)
Lot Area	Approx. area = 6829 sq. ft.	
Address within the parcel	801 WASHINGTON ST	

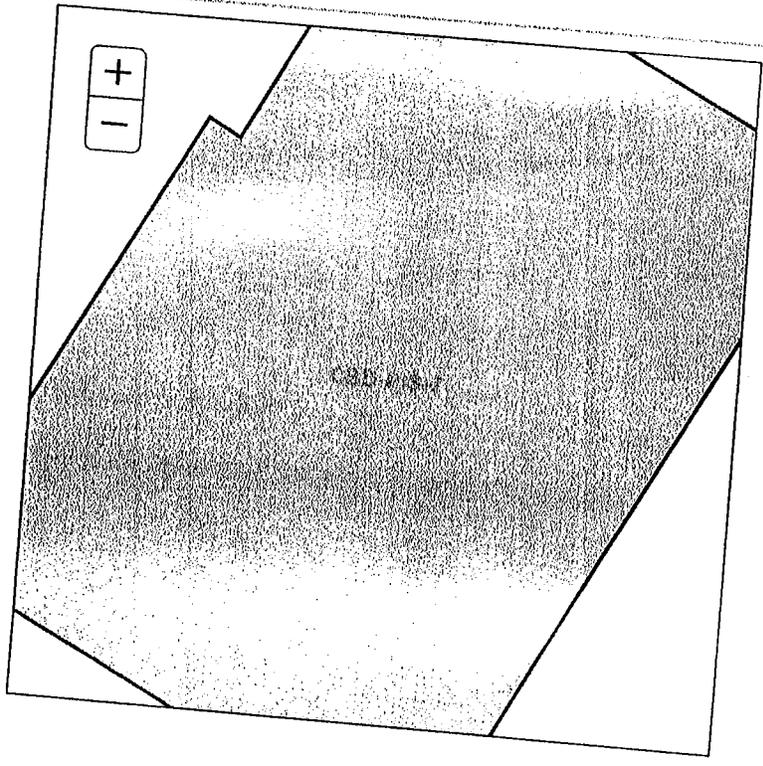
Zoning and General Plan Information

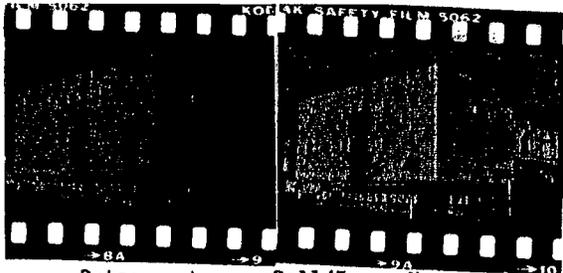
Zoning	CBD-P/S-7 (additional zoning districts may apply if illustrated in map below)	
Height - Central Business District	Height Area 1, 55'	MoreInfo (http://oaklandnet/oak/groups/ceda/documents/report/oak033161.pdf)
Height - Commercial Corridor	N/A	
General Plan/Estuary Policy Plan	Central Business District	MoreInfo (http://www2.oaklandnet.com/Government/o/PBN/OurServices/GeneralPlan/DOWD009015)
Condominium Conversion Impact Area	No	Municipal Code 16.36

Environmental Information

Whipsnake Critical Habitat	No
Flood Zone	No
Hayward Fault Zone	No
Liquefaction Hazard Zone	Yes, Liquefaction Severity 2
Wildfire Assessment District	No
TAZ	969
VMT 2020 Place of Residence	3.985411
VMT 2020 Place of Work	13.73951
VMT 2040 Place of Residence	3.347809
VMT 2040 Place of Work	11.91698

Map





Survey Area: Central District

Classification Code:

Preliminary Survey: A B + -
Field Surveyor: A B + -

Date: 10/83 Roll/Frame No: 81

PART I IDENTIFICATION

- A. Common and/or Historic Name: Hotel
- B. Address/Location: 801-807 Washington
- C. Feature Classification: Building Building Group Activity Site Street Furniture
 Landscape Element Streetscape District Other (Specify):
- D. Feature is part of Building Group, Streetscape or District Yes No. If yes, identify: Old Oakland

PART II DESCRIPTION

- A. Building or Building Group (If feature is not a building or building group, go to Section B). 3B
 - 1. Style(s): ramballed
 - 2. Roof Shape: invisible Roof Materials:
 - 3. Window Type(s) and Distribution(s): alum. sliding
 - 4. Surface Materials: Type and Distribution:
 - Wood Siding
 - Wood Shingles
 - Other Wood
 - Stucco stone store bulkheads
 - Half Timber
 - Brick
 - Stone
 - Terra Cotta
 - Concrete
 - Metal siding Celapboard Incl on side wall
 - Other (Specify):
 - Not Known
 - 5. Visible Alterations: Describe the Nature and Locations of the Alterations:
 - None
 - Surface Materials metal clapboard up
 - Ornamentation all gone
 - Windows shortened alum
 - Floor Plan
 - Roof
 - Entry Area stucco stone
 - Other (Specify): stone bases "stucco stone"

nothing orig. is visible except shape/outline

Unpainted Surfaces

- 6. Condition: Excellent Good Fair Deteriorated
Comments:
- 7. Vandalism: Yes No

- 8. Present Use(s): Residential (# of units: 7 hotel) Office Other Commercial House of Bargain #807, Seiffers Food #801, Liberty Hotel #805
 Industrial Institutional: Recreational Abandoned

- 9. Is the interior open to the public? Yes No
If yes, describe any notable interior attributes in Section B.

Oakland Cultural Heritage Survey
 RESEARCH FORM FOR BUILDINGS, BUILDING SITES AND ACTIVITIES
 Oakland City Planning Department

see supplement

Survey Area Old Oakland

Field Form Prepared: Yes No

Preliminary Survey: A

Field Surveyor: A

RESTAURANT

PART I: PRELIMINARY INFORMATION

A. Common Name LIBERTY HOTEL BUILDING B. Historic Name Richmond

C. Present Address or Location 801-57 Washington St, 15th Floor D. Estimated Year Justification Style Estimated by [Signature]

E. Feature Type: Building Building Group Activity Building Site F. Annexation Date 1853

G. Comments:

PART II: RECORD CENTER - 11TH FLOOR, OAKLAND CITY HALL

A. Original Building Permit (Structures Built Since 1905; Annexed Areas Only)- Building Inspection Division

1. Number _____ 2. Date Issued _____ 3. Nature of Application _____

4. Cost _____ 5. Date Finaled ("Inspected") _____

6. Owner _____ Address _____

7. Builder _____ Address _____

8. Architect _____ Address _____

9. Blueprints/Plans Available? Yes No 10. No Record of Original Permit Permit issued, but missing

11. Comments:

Prepared by: _____ Date: _____

B. Alteration, Demolition and Moving Permits, and Other Information (Cite permit No. and Date Issued):

1938 REMODEL FRONT WITH ALUMINIUM SIDING ISSUED: 11/6/34 FINALED: 3/19/35

Prepared by: _____ Date: _____

C. Current Sanborn Maps - Building Inspection or Zoning Divisions:

1. Map Used: Building Inspection Zoning Bldg. not Shown

Map not Avail. 2. Height in Feet 42 3. No. of Stories 3 (4 story penthouse)

4. Construction: Wood Frame Masonry Unreinforced Concrete

Reinforced Concrete Steel Frame Other

5. Use: Residential (type: _____) Other (e.g. Hotel, Restaurant, Church, etc.)

6. Detached Attached 7. Other Information:



Prepared by: [Signature] Date: 3/23/81

PART III: RECORD CENTER - OAKLAND HISTORY ROOM, OAKLAND MAIN LIBRARY

A. Historic Sanborn Maps

1. Earliest Map Showing Property: Date 1867 Updated to 1901

Shown on: Original Map Update Only

2. Earliest Map Showing Building: Date 1867 Updated to 1901

Shown on: Original Map Update Only

Historic Sanborn(s)
(Indicate Dates)

3. Historic Sanborns Which Differ From Current Sanborns (Dates and Updates) None

Describe Differences, If Any (Previous Uses, Remodelings, etc.):

PART OF RICHMOND HOTEL (W/ 54-55 WASHINGTON ST) IN

1887. "ALTA" HOTEL (BY HOTEL) SOMETIME BETWEEN 1891-99.

4. Street Name/Address Changes 901-3 WASHINGTON ST None

5. Potential Archeological Sites (Wells, Privies, Basements, etc.)

and Map Dates:

STONEWALL CANOPY (15' wide) IN 1888
REMOVED BY 1897, OTHERWISE
NO SIGNIFICANT STRUCTURAL
CHANGES BETWEEN 1867-1901

Prepared by: [Signature] Date: 3/17/81

B. Maps and Birds-Eye Views

1. Map of Oakland and Vicinity, 1912: Post-1906 Block Number _____ Pre-1906 Block Number _____

2. Birds-Eye Views and Other Maps _____ Tract Name(s) _____

1872 - Date not show bldg. Instead shows several 1 or 2 story pioneer type structures.





Name _____
Address 801-7 Washington Street / 970 S.W.

				Column I	Column II
				Basic Total	City Landmark & National Register Total
16	8	4	0		
1. Exterior					
2. Interior					
(a) Space 1					
(b) Space 2					
(c) Other Spaces					
3. Construction					
4. Designer/Builder					
5. Type/Style					
6. Supportive Elements					
A. VISUAL QUALITY/DESIGN TOTAL (40 Maximum)				12	12
20	10	5	0		
7. Person/Organization					
20	10	5	0		
8. Event					
12	6	3	0		
9. Patterns					
8	4	2	0		
10. Age*					
B. HISTORY/ASSOCIATION TOTAL (40 Maximum)				12	12
8	4	2	0		
11. Continuity**					
20	10	5	0		
12. Familiarity					
C. CONTEXT TOTAL (20 Maximum)				6	0
PRELIMINARY TOTAL (Sum of A, B and C 100 Maximum)				28	24
0	-3%	-5%	-10%		
13. Condition (From A, B and C total)				0	0
14. Exterior Alterations*					
(a) From A and C total (excl. 2)				-13	-10
(b) From B total				-5	-5
15. Interior Alterations*					
(a) Space 1					
(b) Space 2					
(c) Other Spaces					
16. Structural Removals*					
(a) From A and C total				0	0
(b) From B total				0	0
17. Site* (from B total)				0	0
D. INTEGRITY TOTAL				-18	-15
ADJUSTED TOTAL (Preliminary Total minus Item D)				10	9
75%	50%	25%	0%		
18. Exterior Alterations					
(a) Restored to 14(a)				+3	
(b) Restored to 14(b)				+1	
75%	50%	25%	0%		
19. Interior Alterations					
(a) Restored to 15(a)				0	
(b) Restored to 15(b)				0	
(c) Restored to 15(c)				0	
E. REVERSIBILITY TOTAL				+4	
POTENTIAL TOTAL (Adjusted Total plus Item E)				14	

RATING (from Potential Total in Column I): A (41+) B (28-40) C (11-27) D (0-10)
 ELIGIBILITY (from Column II Totals): Primary potential (Adjusted Total 41+ except *)
 Secondary potential (Adjusted Total 28-40 except *) District Contributor potential
 (Adjusted Total 0-28 except * or **) Contingency potential (Rated buildings where the * factor can be overcome) None of the above

*The National Register generally excludes properties which are less than 50 years old (#10), have been severely altered (#14, 15 & 16), or have been moved (#17) (unless a moved property is significant primarily for architectural value or as the most important surviving structure associated with a person or event).
 **The National Register generally excludes properties from a district which do not reflect the themes of the district #11.

This form has been adopted from the San Francisco Downtown Inventory, prepared for the Foundation for San Francisco's Architectural Heritage by Charles Mall Page and Associates, and from Harold Kalman's The Evaluation of Historic Buildings.



Common (and Historic) Name(s) Liberty Hotel (c) (After Louise) Tatal Richmond Hotel (c)
Address/Location 801-87 Washington Street / 510 8th Street (corner) 901-83

- A. VISUAL QUALITY/DESIGN**
- 1. Exterior Large tall arched windows + bracketed cornice VG G FP
 - 2. Interior (list best spaces first)
 - Space 1 _____ VG G FP
 - Space 2 _____ VG G FP
 - Other Spaces _____ VG G FP
 - 3. Construction Ornate millwork VG G FP
 - 4. Designer/Builder Unknown VG G FP
 - 5. Type/Style Wood frame transitional hotel (few survivors) VG G FP
 - 6. Supportive elements remains VG G FP
- B. HISTORY/ASSOCIATION**
- 7. Person/Organization Charles Rice (H.T.C.) VG G FP
 - 8. Event _____ VG G FP
 - 9. Patterns Railroad Board (S-C) Early downtown VG G FP
 - 10. Age 1874-5 VG G FP
- C. CONTEXT**
- 11. Continuity Old cable U/P - Corridor VG G FP
 - 12. Familiarity _____ VG G FP
- D. INTEGRITY**
- 13. Condition Probably G F P
 - 14. Exterior Alterations Upper floors totally covered w/ aluminum G F P
 - 15. Interior Alterations Side w/ orig. windows replaced w/ smaller windows + cornice window timbering
 - Space 1 _____ G F P
 - Space 2 _____ G F P
 - Other Spaces _____ G F P
 - 16. Structural Removals _____ G F P
 - 17. Site _____ G F P
- E. REVERSIBILITY**
- 18. Exterior Alterations Original siding still intact under G F P
 - 19. Interior Alterations aluminum on rough other elements gone
 - Space 1 _____ G F P
 - Other Spaces _____ G F P

Evaluated by CPB Date 9/13/83

- Reviewed by AS Date 3/ Oct. 83 Approved See Comment Sheet
- Reviewed by Myf Date 4/2/83 Approved See Comment Sheet
- Reviewed by MC Date 11/6/83 Approved See Comment Sheet
- Reviewed by SBW Date 11/21/83 Approved See Comment Sheet
- Reviewed by _____ Date _____ Approved See Comment Sheet

STATUS/RATING

Survey: A B C D Not Rated Site of Opportunity _____

National Register (individual): Listed (1) Determined eligible (2) Appears eligible (3) Potential if restored (4b) Potential when over 50 years old (4d) None of the above (5) Other _____

N.R. (as part of District only): Listed (1D) Determined eligible (2D) Appears eligible (3D) Potential if restored (4D) Potential when over 50 years old (4Dd) None of the above (5) Other _____

SHRI: Primary resource (N.R. #1, 2, or 3) District Contributor (N.R. #3D) Contingency Contributor (N.R. #4D, .) Non-contributor (N.R. #5) Ineligible (N.R. #6) Part of a building group

City Landmark: Listed In progress Primary potential Secondary potential 5-7 potential On study list None of the above

This form has been adapted from the San Francisco Downtown Inventory, prepared for the Foundation for San Francisco's Architectural Heritage by Charles Hall Page and Associates, and from Harold Salmer's The Evaluation of Historic Buildings.

HABS	HAER	NR 4Db	SHL	Loc
UTM: A			B	
C			D	

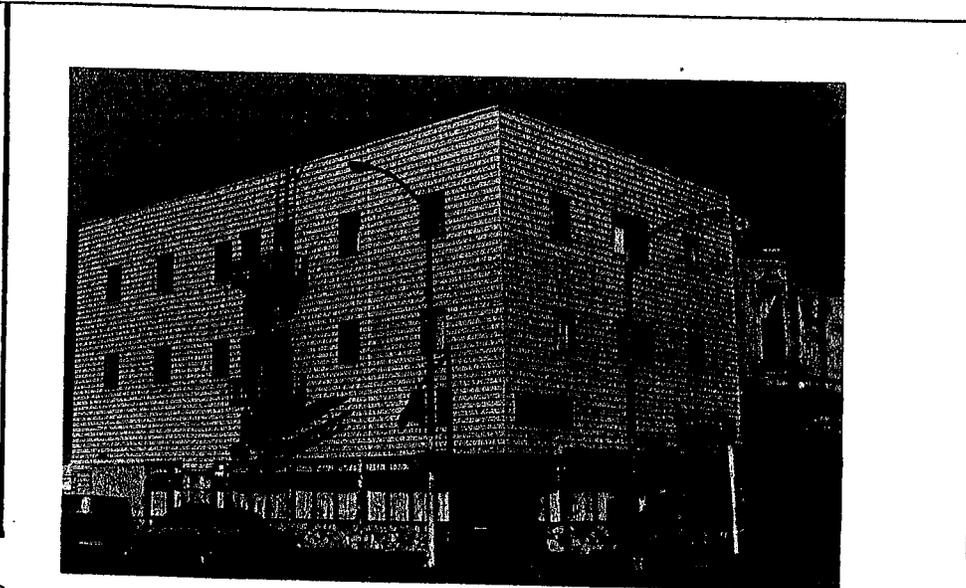
IDENTIFICATION

1. Common name: Liberty Hotel
2. Historic name: Richmond Hotel; later Alta House
3. Street or rural address: 801-07 Washington Street/510 8th Street (formerly 901-03 Washington Street)
 City Oakland Zip 94607 County Alameda
4. Parcel number: 1-203-7 (Partial)
5. Present Owner: Dami Investment Company Address: 735 Washington Street
 City Oakland Zip 94607 Ownership is: Public _____ Private X
6. Present Use: Hotel, shops Original use: Same

DESCRIPTION

- 7a. Architectural style: Originally Italianate; now totally remodeled
- 7b. Briefly describe the present *physical description* of the site or structure and describe any major alterations from its original condition:

A three-story, rectangular, frame structure on a corner lot. Siding is aluminum clapboard. Casement-style, aluminum frame, windows take up a very small percentage of the 2nd and 3rd floor facades. The ground floor is large plateglass windows with "stucco-stone" bulkheads and piers. Of the original Italianate building, nothing visible remains except the building's bulk and lot coverage.



8. Construction date:
 Estimated _____ Factual 1874-75
9. Architect Unknown
10. Builder Unknown
11. Approx. property size (in feet)
 Frontage 40' Depth 70'
 or approx. acreage _____
12. Date(s) of enclosed photograph(s)

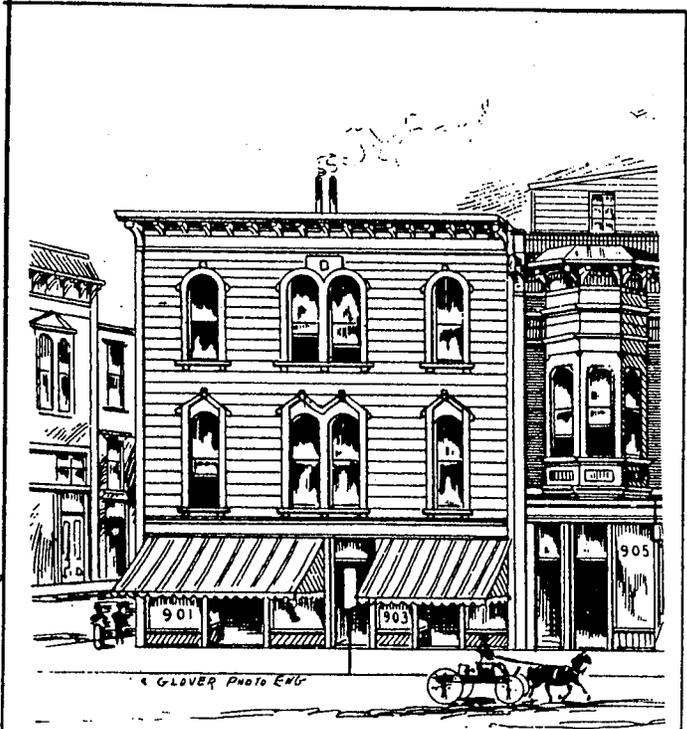
81-9A 801-07 Washington St./
 510 8th St., 10-26-83

13. Condition: Excellent ___ Good X Fair ___ Deteriorated ___ No longer in existence ___
14. Alterations: Architraves and cornice removed, clad in aluminum siding
15. Surroundings: (Check more than one if necessary) Open land ___ Scattered buildings ___ Densely built-up X
Residential ___ Industrial ___ Commercial X Other: ___
16. Threats to site: None known ___ X Private development ___ Zoning ___ Vandalism ___
Public Works project ___ Other: ___
17. Is the structure: On its original site? X Moved? ___ Unknown? ___
18. Related features: Reier Block at 809-15 Washington Street.

SIGNIFICANCE

19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)
Tax assessments indicate that the lot was cut and the building constructed in 1874-75. The original owner was Charles Reier, a painter who turned to real estate. He also owned the lots on both sides of this one (see 809-15 Washington) and lived on one or the other at various times. The subject property has always been a hotel on the upper floors - successively the Richmond, Alta, and Liberty - initially connecting with one of the same name at 809 Washington. The 1896 Illustrated Directory and a photograph c.1960 show that it had rustic siding, a bracketed cornice and double-hung windows with segment heads and outlines of architraves on the 2nd floor, and round heads with keystones on the 3rd. The center bay on the Washington side consisted of paired windows. By February 1963 (Oakland City Planning Dept. photo) all window trim had been stripped, aluminum casement sash had been inserted and the window openings carefully shortened at tops and bottoms. On 6 Nov. 1964 permit #C19338 called for remodeling the front with aluminum siding. If the building were restored, it could be a contributor to the Old Oakland District.

20. Main theme of the historic resource: (If more than one is checked, number in order of importance.)
Architecture ___ Arts & Leisure ___
Economic/Industrial 1 Exploration/Settlement ___
Government ___ Military ___
Religion ___ Social/Education ___
21. Sources (List books, documents, surveys, personal interviews and their dates).
22. Date form prepared May 31, 1984
By (name) Staff
Organization Oakland Cultural Heritage Survey
Address: City Planning Dept., City Hall
City Oakland Zip 94612
Phone: (415) 273-3941



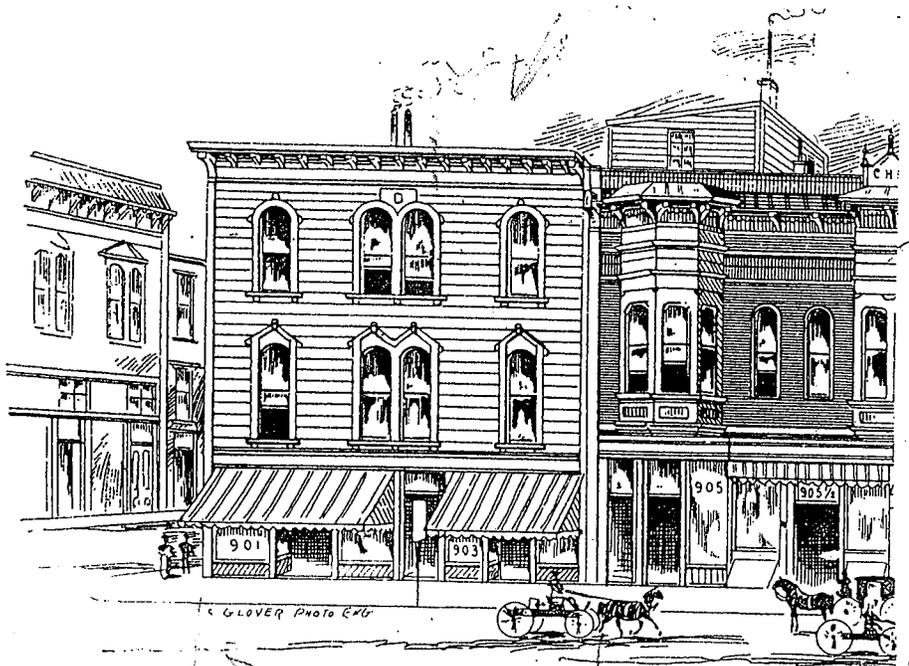
WASHINGTON ST. ELEVATION

© 1985 City of Oakland

The Illustrated Directory of
Oakland; August 1896; p. 18

Oakland Cultural Heritage Survey
RESEARCH FORM CONTINUATION SHEET
Oakland City Planning Department

Feature: _____
Address/Location: _____



~~EIGHTH ST~~ Wash St. elev.



MISC.
ROLL # 4
(ca. 1960-
62).
APP. # 11

Year	BK-BLK-Lot Nos.	Sub'd	Owner	Assess.	Improv.	PP	PP Value	Other Information
1869	1-90-2122	Yes	Anna Reier		2,000	Yes	200	A. Reier also owns Lots 19/20/21/22/23 (Block) + 23, 24 + 25
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-

1. Probable Original Owner and Year Constructed _____
 2. Block Books Missing: No Yes (1st): PRF-1869 Earliest Reference 1869 Cannot Determine Built Pre-1876-77
 3. Comments: _____

D. City Directories: 1869-1928

1. Probable Original Owner _____ 2. Resident: Yes No (Address: _____)
 3. Earliest Date of Residency _____ 4. Owner/Resident Prior to 1869 Yes No
 5. Comments: _____

Prepared by: OB Date: 3/10/81

PART IV. RECORD CENTER - COUNTY RECORDER, ALAMEDA COUNTY - Book of Deeds: 1863-Present

A. Names - Grantor/Grantee corresponding with deduced period of earliest subdivision or improvement:
 Date _____ Grantor _____ Grantee _____ Book _____ Page _____

B. Analysis/Explanation: _____
 Prepared by: _____ Date: _____

PART V. RECORD CENTER - WESTERN TITLE INSURANCE COMPANY - Grantor/Grantee Block Books: 1853-Present

1. Name of Grantor/Grantee at time of earliest subdivision: Date _____ Grantor _____
 Grantee _____ Book _____ Page _____ Parcel _____ 2. Comments: _____

Prepared by: _____ Date: _____

PART VI. RECORD CENTER - CHARLES GREENE LIBRARY - City of Oakland Tax Assessment Rolls: 1856-1927

Year	BK-BLK-Lot Nos.	Owner	Assess.	Improv.	PP	PP Value	Other Information
1874	1-90-1925	CHAS. REIER	2,700	2,500	-	-	
1875-76	1-90-2122	"	2,750	5,000	-	-	Prop. subdivided at 300 Lots 19/20 + 23/25
1876-77	1-90-2122	"	3,000	5,000	-	-	

Probable Original Owner and Year Constructed CHAS. REIER Cannot Determine
 Comments: _____

Prepared by: OB via Bernabe Date: 5/27/81

PART VII. CALIFORNIA ARCHITECT AND BUILDING NEWS

A. Date _____ B. Owner _____ C. Architect _____ Cost _____
 E. Contractor _____ F. Issue and Page _____
 Other Information: _____

Prepared by: _____ Date: _____

PART VIII. ADDITIONAL SOURCES CONSULTED/CONCLUSIONS (Justify all conclusions)

A. Original Construction Date 1874-75
 B. Original Owner Charles Reier
 Prepared by: OB Date: 5/27/81

REVIEWED BY: OB DATE: 5/27/81 COMMENTS: _____

PLAT PLAN

REPORT OF INVESTIGATOR

No. 688119

APPLICATION

Permit for *Repair*

W. H. ...
(Owner Name)

Edwin E. ... Owner
J. G. ... Contractor

Cost \$5000 Fee \$75
Issued JUL 22 1940

F.O.K.

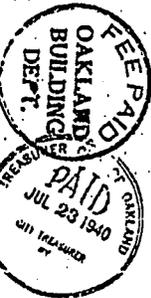
R.O.K.

W.O.K.

L.O.K.

PLASTER O.K.

FINAL O.K. AUG 5 - 1940



Permission is hereby granted to erect, alter or repair the building described in this application in accordance with the Building Ordinances of the City of Oakland, and to the satisfaction of the Building Inspector.

Approved: *[Signature]*
E. V. ROUSSEIL
Chief Building Inspector

THIS PERMIT DOES NOT COVER ANY ELECTRICAL OR PLUMBING WORK

AFFIDAVIT

I hereby make affidavit that the information contained in this application and on the plans and specifications is true and correct, and that I am not a contractor or subcontractor with the State Housing Act. I am authorized to act as agent for the owner.

Subscribed and sworn to before me this _____ day of _____ 1940

Deputy City Clerk

PLANS CHECKED

- Zoning
- Setback Line
- Fire Limits
- Area Limit
- Count Area
- Height Limit
- Garage Area
- Yard Area
- Chimneys and Flues
- Type of Frame
- Exterior Walls
- Floor Construction
- Soil
- Foundation
- Retaining Walls
- Engineering

APPROVED:

Plan Checker

WRITE IN INK—FILE TWO COPIES

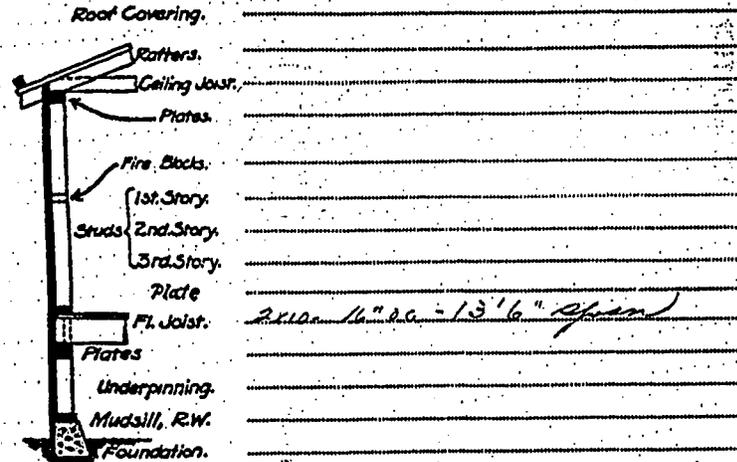
APPLICATION FOR A BUILDING PERMIT

APPLICATION IS HEREBY MADE TO THE BUILDING DEPARTMENT OF THE CITY OF OAKLAND FOR PERMISSION TO DO THE FOLLOWING WORK AT

Number 801- WASHINGTON Street _____
Ave. _____

WRITE PLAINLY FULL DESCRIPTION OF WORK TO BE DONE
All new construction must be described as to size, span and spacing

Remove & Replace Floor & Joists



Entire cost of work \$700.00
(This must include everything necessary for complete construction of work)

Building now used as STORE
Building to be used as STORE By _____

I hereby agree to save, indemnify and keep harmless the City of Oakland and its officers, employees and agents against all liabilities, judgments, costs and expenses which may in any wise accrue against the City in consequence of the granting of this permit, or from the use or occupancy of any sidewalk, street or sub-sidewalk or otherwise by virtue thereof, and will in all things strictly comply with the conditions under which this permit is granted.

Contractor E. C. SORACE CO. (if any) Owner ELMER F. CHILDS
Address 405 SAN ANTONIO BLVD. 4th Address 702 SPRUCE ST. BERK.
Architect _____ By [Signature]
Address _____

Ordinance 1485 N.S., Section 86: "When a building is ready for lathing or sheathing on the inside, the Building Inspector shall be notified. The rough STUDDING SHALL NOT BE COVERED or in any way concealed from view until inspection has been made and the written approval of the Building Inspector obtained."
The department will call up Telephone No. AL 4776 if any alterations or changes are necessary on the plans submitted.

STATE LICENSE No. 24096 CITY LICENSE No. 313111

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

CITY OF OAKLAND

BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER

00142894

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

DBA

OLD OAKLAND HOTEL

EXPIRATION DATE

12/31/2019

BUSINESS LOCATION

801 WASHINGTON ST
OAKLAND, CA 94607-4029

BUSINESS TYPE

P Hotel, Motel



KAIT ENG
KAIT & PAMELA M ENG
22 CASTLEBAR PL
ALAMEDA, CA 94502-7746

A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

THIS DOCUMENT HAS A TRUE DOCUCHECK™ WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER

28033247

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

KAI'S RESTAURANT

EXPIRATION DATE

12/31/2012

BUSINESS LOCATION

801 WASHINGTON ST
OAKLAND, CA 94607-4029

BUSINESS TYPE

A Retail Sales



A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

YOU MAY BE REQUIRED TO OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!



NAME

KAI'S RESTAURANT

MAILING ADDRESS

1245 PARK ST
ALAMEDA, CA, 94501-5247

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

Samples of Business Tax Certificates showing Hotel & Retail

PATRICK O'CONNELL, Alameda County Clerk-Recorder
 1106 Madison Street, Oakland, CA 94607
 Telephone (510) 272-6362

**ENDORSED
FILED**
 ALAMEDA COUNTY
 JUL 08 2013

FICTITIOUS BUSINESS NAME STATEMENT

PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTIONS 17900-17930

PATRICK O'CONNELL, County Clerk
 By Chad Deputy

USE BLACK OR DARK BLUE INK ONLY

For current filing fees call (510) 272-6362, or visit our website at www.acgov.org.

FILE NUMBER: 480296
 DO NOT WRITE ABOVE THIS LINE

PLEASE READ INSTRUCTIONS ON BACK OF THIS FORM - TYPE OR PRINT LEGIBLY	
A FICTITIOUS BUSINESS NAME(S) * <u>OLD OAKLAND HOTEL</u>	
B Street Address of Principal Place of Business (P.O. Box not acceptable) ** <u>801 WASHINGTON ST. OAKLAND ALAMEDA CA 94607</u> City County State Zip	
Mailing Address (Optional) <u>1247 PARK ST. ALAMEDA, CA 94501</u> City County State Zip	
C (1) Show full name of 1 st Registrant. (If Registrant is Corporation, LLC or LLP, show full name of Entity.) *** <u>KAI T ENG</u>	(2) Show full name of 2 nd Registrant if any. (If Registrant is Corporation, LLC or LLP, show full name of Entity.) ***
Residence Street Address (P.O. Box not acceptable) <u>22 CASTLEBAR PL.</u>	Residence Street Address (P.O. Box not acceptable)
City State Zip <u>ALAMEDA, CA 94502</u>	City State Zip
(If a corporation or LLC, show state where registered.)	(If a corporation or LLC, show state where registered.)
(3) Show full name of 3 rd Registrant if any. (If Registrant is Corporation, LLC or LLP, show full name of Entity.) ***	(4) Show full name of 4 th Registrant if any. (If Registrant is Corporation, LLC or LLP, show full name of Entity.) ***
Residence Street Address (P.O. Box not acceptable)	Residence Street Address (P.O. Box not acceptable)
City State Zip	City State Zip
(If a corporation or LLC, show state where registered.)	(If a corporation or LLC, show state where registered.)
D BUSINESS CONDUCTED BY: **** <input checked="" type="checkbox"/> an Individual <input type="checkbox"/> Married Couple <input type="checkbox"/> State or local registered domestic partners <input type="checkbox"/> Co-partners <input type="checkbox"/> a Joint venture <input type="checkbox"/> a General partnership <input type="checkbox"/> a Limited liability partnership <input type="checkbox"/> a Trust <input type="checkbox"/> a Corporation <input type="checkbox"/> a Limited partnership <input type="checkbox"/> a Limited liability company (Check only 1 box) <input type="checkbox"/> an Unincorporated association other than a partnership	
E <input type="checkbox"/> The registrant began to transact business using the fictitious business name(s) listed above on <u>July 8, 2013</u> (Date) (Write "N/A" on the line above if you have not yet begun transacting business using the fictitious business name.)	
I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT. (A REGISTRANT WHO DECLARES AS TRUE INFORMATION WHICH HE OR SHE KNOWS TO BE FALSE, IS GUILTY OF A CRIME.)	
NOTICE: THE FICTITIOUS BUSINESS NAME STATEMENT EXPIRES 5 YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT WHEN IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS (OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTRANT). A NEW FICTITIOUS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION.	
The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law. (see Section 14411 et seq., Business and Professions Code)	
SIGNATURE OF REGISTRANT <u>Kai T. Eng</u> <u>KAI T. ENG</u>	
PRINT NAME OF PERSON SIGNING: PRINT TITLE IF REQUIRED (See back of form, Section F).	
THIS STATEMENT WAS FILED WITH THE CLERK-RECORDER OF ALAMEDA COUNTY ON THE DATE INDICATED BY THE FILE STAMP ABOVE.	

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 3315 • OAKLAND, CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

(510) 238-3941
FAX (510) 238-6538
TDD (510) 238-3254

RESIDENTIAL HOTEL STATUS DETERMINATION

September 24, 2019

Kai T. Eng
22 Castlebar Pl
Alameda, CA 94502

Re: **DET190030; 801-805 Washington Street; APN: 001 020302700**

Dear Applicant,

This letter provides a determination regarding the status of the preliminarily identified Residential Hotel located at 801-805 Washington Street, pursuant to Planning Code Section 17.153.030.

The City received your timely application for a Statement of Exemption on April 2, 2019. After the City issued a follow-up incomplete letter (Attachment A), no response was received. Based on the incomplete status of the application, the incomplete information you have provided, as well as additional City Planning Records and Reports, the Bureau of Planning has determined that this building is a Residential Hotel, as defined in Planning Code Section 17.153.020, and is subject to the regulations in the Planning Code Chapter 17.153. Therefore, the application for a Certification of an Exemption has been **DENIED** and you are **required to file an Initial Usage Report by December 24, 2019**. Additional details regarding the analysis and requirements are included below.

DISCUSSION

As outlined below, 805 Washington Street has had a long history as a Residential Hotel, and has been identified in multiple reports by the Oakland Housing Community Development Department as being a Residential Hotel:

- A 1984 report prepared by the Oakland Cultural Heritage Survey indicates that the building was constructed in 1874-1875, and was originally used as a hotel and shops. The earliest available Oakland Planning Code, adopted February 5, 1935 and revised to June 1, 1948, provides a definition of Hotel, which “is a building or portion thereof containing six (6) or more sleeping rooms which are occupied for compensation by individuals and in which rooms no provision is made for cooking” (Attachment B). The definition does not limit or restrict the length of stay, as is seen in later definitions, and therefore is silent as to whether guests could utilize the sleeping rooms as their primary residence.

- Several City of Oakland building permits indicate that the property has been used for residential purposes. A 1959 Building permit stated the present use of the building as “Apt & Retail” (Attachment C). A 1989 building permit indicates the present and proposed use of building as “Hotel/Residential” (Attachment D). A 1993 building permit application for repair under B9300877 indicate the present use as a “Res Hotel/Comm 85” (Attachment E).
- A 1985 Report, “Residential Hotels in Downtown Oakland”, prepared by the Oakland Housing Authority, identifies 805 Washington Street, then known as “Liberty Hotel”, as being a residential hotel with 55 rooms and 45 available rooms. The report states that 35 tenants (100%) were neither transient or business occupants, i.e., the tenants were permanent residents, and had all stayed for less than one year, but does not further indicate the length of stay (Attachment F).
- A 2004 Report, “Downtown Oakland’s Residential Hotels”, prepared by the Oakland Housing and Community Development Department, identifies 805 Washington Street, also known as Old Oakland Hotel, as a Residential Hotel. At the time of this report, the residential hotel had 38 total rooms and 37 total available rooms. This report also indicates that 67% of the occupants at the time of the report were staying less than 30 days, and therefore approximately 33% of the occupants were staying for greater than 30 days (Attachment G).
- The 2015 report “Downtown Oakland’s Residential hotels”, prepared by the Oakland Housing and Community Development Department, identifies Old Oakland Hotel at 805 Washington as being a Residential Hotel that has 37 total units and 35 total available units (Attachment H).

As described below, the documents you submitted to the Bureau of Planning did not disprove the property’s status as a Residential Hotel:

- On April 2, 2019, you submitted documentation related to the permit history, which primarily involved Zoning Clearances for business tax purposes, specifically for the ground floor commercial space. This information does not address the use of the upper floors, but does provide an indication that at least a portion, if not all, of the ground floor is being used for non-residential commercial uses.
- On April 2, 2019, you submitted documentation related to the payment of Transient Occupancy Tax (TOT). This documentation is insufficient to determine which and how many units are being utilized for transient uses versus permanent residential uses.

Furthermore, because you did not furnish additional information after the City issued an incomplete letter requesting additional information, the property is automatically confirmed to meet the definition of a Residential Hotel based on the City’s preliminary identification. Pursuant to Planning Code Section 17.153.030.C:

If the Director determines that additional information is needed to make a determination, the Director shall request the additional information in writing. The owner shall furnish the requested information within thirty (30) calendar days upon receipt of the written request. If the requested information is not furnished, the Director will issue the Certificate of Status confirming that the building is a Residential Hotel that is composed entirely of individual Residential Hotel Units.

CONCLUSION

The Statement of Exemption from Planning Code Chapter 17.153 Residential Hotel Demolition, Conversion, and Rehabilitation Regulations for the property at 801-805 Washington Street has been denied. Follow-up action includes submitting all required information and documentations for an Initial Usage Report to confirm the following required information as outlined in Section 17.153.030B of the Planning Code (Attachment I):

- a) Floor plans showing all the legal units, communal facilities such as bathrooms, kitchens, laundry facilities or other shared amenities, as well as any ground floor commercial space and lobby area, as of December 13, 2016.
- b) The floor plans shall also indicate the legal number and location of private bathrooms, and the number and location of communal bathrooms, including shower, toilet and sink facilities, as of December 13, 2016.

If no Initial Usage Report is filed by December 24, 2019, this property will be flagged, and a notice will be applied to restrict any planning, building, etc. permits until the Initial Usage Report is submitted and processed. Additional fees will apply to the application for an Initial Usage Report.

If you, or any interested party, seeks to challenge this determination, an appeal **must** be filed by no later than ten calendar (10) days from the date of this letter, by **4:00 pm on October 4, 2019 as stated in O.M.C Section 17.153.070D**. An appeal shall be on a form provided by the Bureau of Planning of the Planning and Building Department, and submitted to the same at 250 Frank H. Ogawa Plaza, Suite 2114, to the attention of **Brittany Lenoir, Planner 1**. The appeal shall state specifically wherein it is claimed there was error or abuse of discretion by the Zoning Manager or wherein his/her decision is not supported by substantial evidence and must include payment of **\$1,622.57** in accordance with the City of Oakland Master Fee Schedule. Failure to timely appeal will preclude you, or any interested party, from challenging the City's decision in court. The appeal itself must raise each and every issue that is contested, along with all the arguments and evidence in the record which supports the basis of the appeal; failure to do so may preclude you, or any interested party, from raising such issues during the appeal and/or in court. However, **the appeal will be limited to issues and/or evidence presented to the Zoning Manager prior to the close of the previously noticed public comment period on the matter.**

If you have any questions, please contact **Brittany Lenoir, Planner I**, at **(510) 238-4977**, or at **blenoir@oaklandca.gov**.

Sincerely,



Robert Merkamp
Zoning Manager
Bureau of Planning

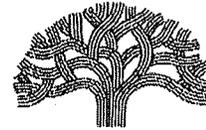
Attachments:

- A. Incomplete Letter dated May 1, 2019
- B. 1948 Zoning Code, Excerpt for Definition of "Hotel"
- C. 1959 Building Permit
- D. 1989 Building Permit
- E. 1993 Building Permit

- F. Excerpt from 1985 Report, "Residential Hotels in Downtown Oakland", Table A, page 1, and Hotel Survey Dataset p.11 - 13
- G. 2004 Report, "Downtown Oakland's Residential Hotels", pages 3 and 9-10
- H. 2015 Report, "Downtown Oakland's Residential Hotels," page 6
- I. Initial Usage Report Application Form

CC: Kai Eng and Pamela Eng, KAI4004@att.net

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 3315 • OAKLAND, CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

(510) 238-3941
FAX (510) 238-6538
TDD (510) 238-3254

May 1, 2019

Kai T. Eng
22 Castlebar Pl
Alameda CA 94502

Re: **DET190030; 801-805 Washington St; APN: 001 020302700**

Dear Applicant:

This letter is in response to your request for a determination for the property located at 801-805 Washington Street. Specifically, you submitted a Statement of Exemption application, filed before the April 3, 2019 deadline, requesting confirmation that the building is a commercial hotel and not a Residential Hotel as defined per Planning Code §17.153.020.

Planning Code § 17.153.030(C) states that if the Director determines that additional information is needed to make a determination, the Director shall request the additional information in writing.

As such, your application is **INCOMPLETE** and is considered an **INSUFFICIENT FILING**. This letter does not constitute either a granting of a Certificate of Status or Certificate of Exemption. The status determination submission requirements as set forth in Planning Code §17.153.030(B) are listed below. Items in **bold text** were not submitted *or* are insufficient. Please submit all requested items in **bold text** to deem your application complete:

- A certified copy of the property's tax returns
 - A certified copy of 2017 tax returns were submitted with the initial Residential Hotel Statement of Exemption received April 2, 2019.
- Transient occupancy tax records
 - Acknowledgement of payment of the transient occupancy tax was provided for January 2019 and May 2018 with the initial Residential Hotel Statement of Exemption received April 2, 2019. If Transient occupancy tax was paid for other months, please provide that documentation; otherwise Staff will assume payment was only remitted as described in the documents provided.
- **Residential landlord tax records**

ATTACHMENT A

- **Planning and Building Permit records** – Obtain all available Planning and Building Permit records.
- **Alameda County Assessor Records**
- **Floor plans** – Please submit current, non-demolition floorplans for the site. Locations of all walls, doors, site amenities and partitions must be clearly delineated on the plans. Furthermore, communal facilities such as bathrooms, kitchens, laundry facilities, common areas, lobbies, and commercial spaces must all be shown and labeled. While the plans submitted do show some of the requested floorplan items, the submittal of a demolition plan obscures a clear understanding of the existing site conditions. Specifically, partitions and walls are obscured.

In addition to the status determination submission requirements per Planning Code §17.153.030(B), the Bureau of Planning is requesting additional information to corroborate with your Statement of Exemption request:

- **Zoning Clearances** – Please submit all available current and historical Zoning Clearances for businesses at this property
 - The following Zoning Clearances were submitted with the Residential Hotel Statement of Exemption received April 2, 2019: ZC142369 (The Bento House), ZC090861 (frozen yogurt business), ZC161074 (nail salon), ZC161394 (Snow Mochi, LLC), ZC190302 (Poke Life East), ZC140901 (restaurant), ZC152478 (restaurant), ZC140386 (salon). If any other establishments received Zoning Clearances for this property, please submit.
- **Business Tax Certificates** - Please submit all available current and past business tax certificates for all businesses at this property. For businesses in operation for multiple years, submit all available years of business tax licenses.
 - The following business tax certificates were submitted with the Residential Hotel Statement of Exemption received April 2, 2019: Kai's Restaurant (expiration date 12/31/2012) and Old Oakland Hotel (expiration date 12/31/2019).
- **Lease Agreements and/or Lease Payment Receipts** - Please submit all available lease agreements at this property.
- **Match Information** – Associate the relevant Zoning Clearances to its business tax certificates and lease agreements. Indicate clearly by address and/or by location on the site or floor plan where every business is located. If a business had previously operated in a space that differs from the submitted floor plan, show by means of a site or floor plan the space the business had previously been operation.
- **Years of Operation** – Indicate, to the best of your knowledge, and based on available information, the years of operation of each business at the property.
- **Interior Photographs** – Provide annotated interior photographs that clearly show the interior of the building and the individual rooms, the vantage point of photographic capture or the area of the floorplan the photograph is representing.
- **OCHS (Oakland Cultural Heritage Survey) Information** – Please contact Betty Marvin, the City of Oakland Historic Preservation Planner, at bmarvin@oakalndca.gov or (510) 238-6879 for this information.
 - Oakland Cultural Heritage Survey evaluation sheets dated 1983-1984 were submitted with the initial Residential Hotel Statement of Exemption received April 2, 2019.

- **Any other information** -- As applicable, please submit information from phone books, old newspapers, Yelp or other similar business review websites that indicates the historic or current advertised uses.

In addition, staff requests an opportunity to conduct an exterior and interior site visit after receiving the requested information above. The purpose of the site-visit is to better understand the existing condition in the context of your Statement of Exemption and Initial Usage Report request and additional information submitted.

Per Planning Code §17.153.030(C), the owner shall furnish the requested information, upon receipt of the written request, within thirty (30) calendar days from the date of this letter. If the requested information is not furnished, the Director will issue a Certificate of Status confirming that the building is a Residential Hotel that is composed entirely of individual Residential Hotel Units (OMC §17.153.030(C)).

Please submit the requested information in a digital .PDF format on a USB flash drive as well as on two (2) physical paper copies to my attention. **If any of the items listed above cannot be furnished, provide an explanation for each item as to why it cannot be furnished.** For general inquiries to request records or information, an in-person visit to our offices is recommended. The Planning and Building Department is available at 250 Frank Ogawa Plaza, 2nd Floor, Oakland, CA 94612 and the department phone number is (510) 238-3443. The Finance Department: Business Tax Office is available at 250 Frank Ogawa Plaza, Suite 1320, Oakland, CA 94612 and the phone number is (510) 238-3704. Lastly, the Alameda County Assessor's Office is available at 1221 Oak Street, Room 145, Oakland CA 94612 and by phone at (510) 272-3787.

If you have any questions, feel free to contact me, **Brittany Lenoir**, Planner 1, at **(510) 238-4977**, or by e-mail at **blenoir@oaklandca.gov**. Thank you for your prompt response to this request.

Sincerely,



Brittany Lenoir
Planner I
Bureau of Planning

ZONING LAWS
ORDINANCES 474-475 C.M.S.

Adopted February 5, 1935

OAKLAND, CALIFORNIA

TEXT OF ORDINANCES AND MAPS
REVISED TO JUNE 1, 1948, INCLUDING SEC. 214

ATTACHMENT B

SEC. 7-1.01 (k) "HEIGHT OF BUILDING" is the vertical distance from the average elevation of the adjoining ground level to the lowest point of the finished ceiling of the topmost story.

SEC. 7-1.01 (l) "HOME OCCUPATION" is a use carried on in a dwelling by a resident thereof and which use is merely incidental to the residential use of the dwelling and shall include the practice of a dentist, physician, chiropractor and osteopath when not more than one assistant is employed.

Other home occupations permitted where no assistants are employed shall include a dressmaker, milliner, music teacher, portrait or landscape painter and writer.

No signs advertising a home occupation may be displayed in any residential district other than one name plate not exceeding one square foot in area. (As amended by Ord. No. 2140 C.M.S. passed March 21, 1946.)

SEC. 7-1.01 (m) "HOTEL" is a building or portion thereof containing six (6) or more sleeping rooms which are occupied for compensation by individuals and in which rooms no provision is made for cooking.

SEC. 7-1.01 (n) "LOT" is a parcel of land occupied or capable of being occupied by a building and its accessory buildings together with such open spaces as are required by this Article, and which has its principal frontage upon a street.

"CORNER LOT" is a lot situated at the junction of two (2) or more streets.

"INTERIOR LOT" is a lot other than a corner lot.

"THROUGH LOT" is an interior lot having a frontage on two (2) streets.

SEC. 7-1.01 (o) "NON-CONFORMING USE" is a use that does not conform with the regulations of the district in which it is situated.

SEC. 7-1.01 (p) "STORY" is that portion of a building included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between such floor and the ceiling next above it.

"STORY, HALF" is a story under a gable, hip or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than two (2) feet above the floor of such story.

SEC. 7-1.01 (q) "STREET" is a public or private thoroughfare which affords the principal means of access to abutting property.

SEC. 7-1.01 (r) "STRUCTURE" is anything constructed or erected, having location on the ground or attached to something having location on the ground.

"STRUCTURAL ALTERATION" is any change in the supporting members of a building, such as bearing walls, columns, beams or girders.

SEC. 7-1.01 (s) "USE" is the purpose to which a building or structure or land or anything on land, may be put.

SEC. 7-1.01 (t) "YARD" is an open space on the same lot with a building, unoccupied and unobstructed from the ground upward, and shall be a front yard, a rear yard, or a side yard.

"YARD, FRONT" is a yard extending across the front of the lot between the inner side yard lines. A front yard shall have a depth equal to the shortest distance between the building and the front lot line.

"YARD, REAR" is a yard between the building and the rear lot line and extending across the full width of the lot. A rear yard shall have a depth equal to the shortest distance between the building and the rear lot line.

"YARD, SIDE" is a yard between the building and the side lot line and extending from the street line to the rear yard. A side yard shall have a width equal to the shortest distance between the building and the side lot line.

Case No. _____
Plan, Cont.

City Manager's
Permit _____

WRITE IN INK — FILE TWO COPIES

Application to Alter, Repair, Add to Or Wreck a Building
CITY OF OAKLAND, BUILDING DEPARTMENT

Number 805 Washington _____
Street

- 1. Type of Building I, II, III, IV, V
- 2. Type of Occupancy A, B, C, D, E, F, G, H, I, J
- 3. City Zone A, B, C, D, E, F, G, H, I
- 4. Fire Zone 1, 2, 3, 4
- 5. If in Post Area, file three applications.
- 6. Present use of building Appt & Retail Families _____ Rooms _____
(Show, Dwelling, Apartment House, Hotel or other purpose)
- 7. Proposed use of Building Same Families _____ Rooms _____
(Show, Dwelling, Apartment House, Hotel or other purpose)
- 8. State how many buildings now on lot and give use of each _____
(Show, Dwelling, Apartment House, Hotel or other purpose)
- 9. Size of existing Building _____ Number of stories high _____
- 10. Describe briefly all proposed construction work: Add one Cantor - Balance Ladder to Existing Fire Escape

For Office Use Only

Footings: Width _____ Depth in Ground _____ Width of Wall _____ Mullion _____

11. Studs _____ @ _____ Floor Joists _____ @ _____ Ceiling Joists _____ @ _____

Rafters _____ @ _____ Roof Covering _____

12. VALUATION OF PROPOSED WORK:
Including all labor and material and all permanent lighting, heating, ventilating, water supply, plumbing, fire sprinkler, electric wiring and elevator equipment therein or thereon, \$ 248.00

COST OF WORK TO BE CHECKED BEFORE FINAL INSPECTION

I hereby agree to save, indemnify and keep harmless the City of Oakland and its officers, employees and agents against all liabilities, judgments, costs and expenses which may in any wise accrue against the City in consequence of the granting of this permit or from the use or occupancy of any sidewalk, street or sub-sidewalk, or otherwise by virtue thereof, and will in all things strictly comply with the conditions under which this permit is granted.

Contractor (if any) M.P.S. METAL PRODUCTS CO.
Steel Fabricator
340 Eastshore Highway
Address Albany 6, California

Certified Architect State License No. _____

Licensed Engineer State License No. _____

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City ordinances and State laws regulating building construction.

Signature of Edwall Brinker & Co

Owner 425 15th St

Address 425 15th St

Authorized Agent R. J. McLaughlin

Do not lath, sheath, or otherwise conceal any portion of walls or ceiling until the inspection card has been signed by the ELECTRICAL and PLUMBING INSPECTORS. Following the approval of the ELECTRICAL and PLUMBING INSPECTORS, call the BUILDING INSPECTOR before proceeding further with the work.

The Department will call up Telephone No. 46-8130 if any alterations or changes are necessary on the plans submitted.

CONTRACTOR'S STATE LICENSE No. 94075 AND CITY LICENSE No. 23676

If the work herein described is not commenced within one hundred twenty (120) days after the issuing of this permit, this permit becomes null and void as provided in Section 802(d) of Part 1 of Ordinance 5419 U.M.S.

APPROVED BY JOURNAL
9-30-19

001237

CITY OF OAKLAND
DEPARTMENT SERVICES DEPARTMENT
1330 BROADWAY 2ND FLOOR
OAKLAND CALIF 94612



BUILDING PERMIT APPLICATION
THIS IS YOUR PERMIT WHEN PROPERLY FILLED OUT, SIGNED, VALIDATED
& FEES PAID.

PROPERTY ADDRESS: 801 Washington St
CITY: Berkeley, CA
NAME: Mrs. SAMUELIA JOHNSON
ADDRESS: 801 Washington St
CITY: Berkeley, CA
APPLICANT: Richard J. Staller
DATE: 3/12/93

PERMIT NO. B7300877
DATE ISSUED: 3-12-93 DATE FILED: 3-12-93
TYPE: NEW REPAIR ADDITION
 MOVE ALTERATION DEMOLITION

DESCRIPTION OF PROPOSED CONSTRUCTION WORK:
CONTINUE FROM PERMIT # B7302316
Repair Stair-Deck

TYPE OF BUILDING: III F.R. H.T. I III
OCCUPANCY GROUP: A SPECIAL INSTRUCTION REQUIRED: NO
ZONING: C

APPLICANT'S SIGNATURE: Richard J. Staller DATE: 3/12/93

APPL 30.00
SUBTC 30.00
CHECK 30.00
ITEM 1
CCL 4899 151157M

PERMIT NO. B7300877
DATE ISSUED: 3-12-93 DATE FILED: 3-12-93

TYPE OF BUILDING: III F.R. H.T. I III
OCCUPANCY GROUP: A SPECIAL INSTRUCTION REQUIRED: NO
ZONING: C

APPLICANT'S SIGNATURE: Richard J. Staller DATE: 3/12/93

APPROVED BY: [Signature] DATE: 3-12-93

FINAL INSPECTION: [Signature]

APPROVED BY: [Signature] DATE: 3-12-93

Table A

RESIDENTIAL HOTELS IN THE CENTRAL DISTRICT

#	HOTEL NAME	NUMBER STREET	# OF ROOMS	# OF AVAILABLE ROOMS
1	ALEDAL GUEST HOME	278 JAYNE	10	10
2	ALICE CLUB HOTEL	1428 ALICE	76	76
3	AVONDALE HOTEL	540 28TH STREET	55	55
4	BALDWIN HOTEL	529 8TH STREET	50	49
5	CLARIDGE HOTEL	634 15TH STREET	198	135
6	FERN'S HOTEL	415 15TH STREET	32	31
7	FREMONT HOTEL	524 8TH STREET	33	31
8	HIREN HOTEL	583 8TH STREET	44	8
9	HARRISON HOTEL	1415 HARRISON	90	89
10	HOTEL MENLO	344 13TH	90	90
11	HOTEL PALM	641 W. GRAND	60	60
12	HOTEL SAN PABLO	1955 SAN PABLO	160	158
13	HOTEL TOURAINÉ	559 16TH STREET	108	106
14	HOTEL TRAVELERS	392 11TH STREET	87	87
15	HOTEL WESTERNER	1954 SAN PABLO	19	19
16	JACKSON RESIDENCE CLUB	1448 JACKSON	22	22
17	LAKE MERRITT LODGE	2332 HARRISON	147	147
18	LAKEHURST RESIDENCE CLUB	1569 JACKSON	72	72
19	LIBERTY HOTEL	805 WASHINGTON	55	45
20	MILTON HOTEL	1109 WEBSTER	58	58
21	SUTTER/DRAGON HOTEL	584 14TH STREET	167	162
22	WILL ROGERS HOTEL	371 13TH STREET	96	96
23	WILSON HOTEL	414 7TH STREET	39	38
24	WOODROW HOTEL	644 14TH STREET	75	75
25	YMCA	2101 TELEGRAPH AVE	160	142

NOTE: "Available rooms" are rooms which are currently available for rent; regardless of whether they are currently occupied.

"Total rooms" includes rooms which are not available for rent.

CODING KEY FOR RESIDENTIAL HOTEL SURVEY

#	NAME	VARIABLE	CODING
0	MANLENG	MANAGER: TIME EMPLOYED	YEARS
1	TOTROOMS	TOTAL ROOMS	
2	VACROOMS	NUMBER OF VACANT ROOMS	
3	AVROOMS	NUMBER OF RENTABLE VACANT ROOMS	
4	OCCUPIED	NUMBER OF OCCUPIED ROOMS	
5	SUPPLY	NUMBER OF RENTABLE ROOMS	
6	VACRATE	VACANCY RATE	
7	PERSONS	NUMBER OF PEOPLE IN HOTEL	
8	ELEVATOR	PRESENCE OF ELEVATOR	NO/YES
9	ELEVWORK	WORKING ELEVATOR	NO/YES
10	LDRENT85	LOWEST DAILY RENT IN 1985	DOLLARS
11	HDRENT85	HIGHEST DAILY RENT IN 1985	DOLLARS
12	ADRENT85	AVERAGE DAILY RENT IN 1985	DOLLARS
13	LWRENT85	LOWEST WEEKLY RENT IN 1985	DOLLARS
14	HWRENT85	HIGHEST WEEKLY RENT IN 1985	DOLLARS
15	AWRENT85	AVERAGE WEEKLY RENT IN 1985	DOLLARS
16	LMRENT85	LOWEST MONTHLY RENT IN 1985	DOLLARS
17	HMRENT85	HIGHEST MONTHLY RENT IN 1985	DOLLARS
18	AMRENT85	AVERAGE MONTHLY RENT IN 1985	DOLLARS
19	LDRENT80	LOWEST DAILY RENT IN 1980	DOLLARS
20	HDRENT80	HIGHEST DAILY RENT IN 1980	DOLLARS
21	ADRENT80	AVERAGE DAILY RENT IN 1980	DOLLARS
22	LWRENT80	LOWEST WEEKLY RENT IN 1980	DOLLARS
23	HWRENT80	HIGHEST WEEKLY RENT IN 1980	DOLLARS
24	AWRENT80	AVERAGE WEEKLY RENT IN 1980	DOLLARS
25	LMRENT80	LOWEST MONTHLY RENT IN 1980	DOLLARS
26	HMRENT80	HIGHEST MONTHLY RENT IN 1980	DOLLARS
27	AMRENT80	AVERAGE MONTHLY RENT IN 1980	DOLLARS
28	KITCHEN	ANY ROOMS WITH OWN KITCHEN?	NO/YES
29	NKIT	NUMBER OF ROOMS WITH OWN KITCHEN	
30	HOTPLATE	HOTPLATES ALLOWED?	NO/YES
31	COMKIT	COMMUNITY KITCHEN?	NO/YES
32	DINING	COMMON DINING AREA?	NO/YES
33	MAIL	CAN TENANTS RECEIVE MAIL?	NO/YES
34	PHONES	PHONES IN ROOMS?	NO/YES
35	SAFE	FIREPROOF SAFE AVAILABLE?	NO/YES
36	MAID	MAID AND LINEN SERVICE?	NO/YES
37	RECROOM	IS THERE A RECREATION ROOM?	NO/YES
38	NBATH	NUMBER OF PRIVATE BATHS	
39	PBATH	% OF UNITS WITH PRIVATE BATH	
40	CHECK	CHECKCASHING SERVICES?	NO/YES
41	SERVCHAN	CHANGE IN SERVICES SINCE '80	NO/YES
42	NTRANS	NUMBER OF TRANSIENT OCCUPANTS	
43	PTRANS	% OF OCCUPANTS WHO ARE TRANSIENT	
44	NONEYR	# OF OCCUPANTS STAYING > 1 YEAR	
45	PONEYR	% OF OCCUPANTS STAYING > 1 YEAR	
46	NFIVEYR	# OF OCCUPANTS STAYING > 5 YEARS	
47	PFIVEYR	% OF OCCUPANTS STAYING > 5 YEARS	
48	NTOUR	# OF TRANSIENTS WHO ARE BUS./TOURIST VISITORS	
49	PTOUR	% OF TRANSIENTS WHO ARE BUS./TOURIST VISITORS	
50	NPERM	# OF OCCUPANTS WHO ARE NOT BUS./TOURIST	

NAME	40 CHECK	41 SERVCHAN	42 NTRANS	43 PTRANS
ALEDAL GUEST HOME	0	1	9	100.0%
ALICE CLUB HOTEL	0	0	0	0.0%
AVONDALE HOTEL	0	0	30	69.8%
BALDWIN HOTEL	1	0	2	4.3%
CLARIDGE HOTEL	0	1	10	9.1%
FERN'S HOTEL	1	0	0	0.0%
FREMONT HOTEL	0	0	3	10.7%
HARRISON HOTEL	0	0	3	3.4%
HIREN HOTEL	0	0	8	100.0%
JACKSON RESIDENCE CLUB	0	1	0	0.0%
LAKE MERRIT LODGE	0	0	26	19.8%
LAKEHURST RESIDENCE CLUB	0	0	0	0.0%
LIBERTY HOTEL	0	0	0	0.0%
MENLO HOTEL	1	0	5	6.1%
MILTON HOTEL	1	0	20	35.7%
PALM HOTEL	0	0	10	22.2%
SAN PABLO HOTEL	1	1	28	20.0%
SUTTER/DRAGON HOTEL	0	0	19	14.1%
TOURAINÉ HOTEL	0	1	35	40.2%
TRAVELERS HOTEL	1	0	61	96.8%
WESTERNER HOTEL				
WILL ROGERS HOTEL	1	0	12	13.3%
WILSON HOTEL	1	0	3	7.9%
WOODROW HOTEL	1	1	7	9.6%
YMCA	1	0	55	40.1%

Number of responses:	24	24	24	24
Average:	0.42	0.25	14.42	25.97%
(column total / column count)				
Minimum:	0	0	0	0
Maximum:	1	1	61	1
Total:	10	6	346	

GLOBAL AVERAGE: 21.1%

NAME	44 NONEYR	45 PONEYR	46 NFIVEYR	47 PFIVEYR
ALEDAL GUEST HOME	1	11.1%	0	0.0%
ALICE CLUB HOTEL	76	100.0%	61	80.3%
AVONDALE HOTEL	13	30.2%	5	11.6%
BALDWIN HOTEL	40	87.0%	8	17.4%
CLARIDGE HOTEL	20	18.2%	3	2.7%
FERN'S HOTEL	13	41.9%	8	25.8%
FREMONT HOTEL	20	71.4%	0	0.0%
HARRISON HOTEL	30	34.1%	2	2.3%
HIREN HOTEL	0	0.0%	0	0.0%
JACKSON RESIDENCE CLUB	0	0.0%	0	0.0%
LAKE MERRIT LODGE	70	53.4%	14	10.7%
LAKEHURST RESIDENCE CLUB	62	86.1%	50	69.4%
LIBERTY HOTEL	0	0.0%	0	0.0%
MENLO HOTEL	15	18.3%	0	0.0%
MILTON HOTEL	25	44.6%	5	8.9%
PALM HOTEL	30	66.7%	5	11.1%
SAN PABLO HOTEL	14	10.0%	3	2.1%
SUTTER/Dragon HOTEL	13	9.6%	0	0.0%
TOURAINÉ HOTEL	5	5.7%	0	0.0%
TRAVELERS HOTEL	0	0.0%	0	0.0%
WESTERNER HOTEL				
WILL ROGERS HOTEL	25	27.8%	0	0.0%
WILSON HOTEL	28	73.7%	0	0.0%
WOODROW HOTEL	60	82.2%	60	82.2%
YMCA	41	29.9%	12	8.8%

Number of responses:	24	24	24	24
(column total / column count)				
Average:	25.04	37.59%	9.83	13.89%
Minimum:	0	0.00%	0	0
Maximum:	76	100.00%	61	82.19%
Total:	601		236	
GLOBAL AVERAGE:		36.6%		14.4%

NAME	48 NTOUR	49 PTOUR	50 NPERM	51 PPERM
ALEDAL GUEST HOME	2	22.2%	7	77.8%
ALICE CLUB HOTEL	0	0.0%	76	100.0%
AVONDALE HOTEL	10	33.3%	33	76.7%
BALDWIN HOTEL	0	0.0%	46	100.0%
CLARIDGE HOTEL	0	0.0%	110	100.0%
FERN'S HOTEL	0	0.0%	31	100.0%
FREMONT HOTEL	0	0.0%	28	100.0%
HARRISON HOTEL	0	0.0%	88	100.0%
HIREN HOTEL	0	0.0%	8	100.0%
JACKSON RESIDENCE CLUB	0	0.0%	20	100.0%
LAKE MERRIT LODGE	0	0.0%	131	100.0%
LAKEHURST RESIDENCE CLUB	0	0.0%	72	100.0%
LIBERTY HOTEL	0	0.0%	35	100.0%
MENLO HOTEL	0	0.0%	82	100.0%
MILTON HOTEL	10	50.0%	46	82.1%
PALM HOTEL	0	0.0%	45	100.0%
SAN PABLO HOTEL	0	0.0%	140	100.0%
SUTTER/DRAGON HOTEL	19	100.0%	116	85.9%
TOURAINÉ HOTEL	35	100.0%	52	59.8%
TRAVELERS HOTEL	0	0.0%	63	100.0%
WESTERNER HOTEL				
WILL ROGERS HOTEL	0	0.0%	90	100.0%
WILSON HOTEL	0	0.0%	38	100.0%
WOODROW HOTEL	3	42.9%	70	95.9%
YMCA	10	18.2%	127	92.7%

Number of responses:	24	24	24	24
(column total / Average:	3.71	15.27%	64.75	94.62%
column count)				
Minimum:	0	0.00%	7	59.77%
Maximum:	35	100.00%	140	100.00%
Total:	89		1554	
 GLOBAL AVERAGE:		25.7%		94.6%

Table 1: Residential Hotels in the Central District

NO.	HOTEL NAME	NUMBER	STREET	TOTAL ROOMS	AVAILABLE ROOMS
1	Alendale Guest Home * †	278	Jayne Street	10	10
2	Alice Arts Center	1428	Alice Street	74	74
3	Asasha Hotel *	2541	San Pablo Avenue	Closed	N/A
4	Avondale Hotel	540	28th Street	52	52
5	Aztec Hotel	583	8th Street	59	59
6	C.L. Dellums Apartments	644	14th Street	72	68
7	California Hotel	3501	San Pablo Avenue	149	149
8	Fern's Hotel †	415	15th Street	32	31
9	Fremont Hotel	524	8th Street	38	38
10	Hamilton Hotel	2101	Telegraph Avenue	92	92
11	Harrison Hotel * †	1415	Harrison Street	90	89
12	Hotel Oakland	270	13th Street	315	315
			West Grand		
13	Hotel Palm	641	Avenue	69	69
14	Hotel Travelers	392	11th Street	88	78
15	Hotel Westerner * †	1954	San Pablo Avenue	19	19
16	Jefferson Inn	1424	Jefferson Street	65	55
17	Lake Merritt Lodge	2332	Harrison Street	157	157
18	Lakehurst Residence	1569	Jackson Street	127	127
19	Madrone Hotel	477	8th Street	31	30
20	The Menlo	344	13th Street	96	96
21	Milton Hotel * †	1109	Webster Street	58	58
22	Moor Hotel *	2351	San Pablo Avenue	Closed	N/A
23	Oaks Hotel	587	15th Street	84	84
24	Old Oakland Hotel	805	Washington Street	38	37
25	Ridge Hotel	634	15th Street	200	200
26	San Pablo Hotel	1955	San Pablo Avenue	144	144
27	Silver Dollar Hotel *	2330	San Pablo Avenue	Unknown	Unknown
28	Sutter Hotel	584	14th Street	106	86
29	Twin Peaks Hotel	2333	San Pablo Avenue	20	20
30	Will Rogers Hotel *	371	13th Street	Closed	N/A
31	Hotel Royal *	2000	San Pablo Avenue	Closed	N/A
NO. OF SRO UNITS				2,285	2,237

* Hotel did not participate in 2002 survey.

† Room count based on 1985 survey.

Note: "Total rooms" includes units that are not available for rent.

"Available rooms" are rooms that are available for rent, regardless of whether they are currently occupied.

Rental rates for SRO units in central Oakland have increased considerably since 1985.⁶ Table 9 compares 2002 average rent levels to 1985 rates. 1985 rates were adjusted to 2002 dollars based on the Consumer Price Index. Average daily rents have increased 13% in real dollars, average weekly rents have increased 55%, and average monthly rents have increased 32%.

Table 9: Comparison of 1985 and 2000 Average Rental Rates

	1985 RENTS (Nominal)	1985 RENTS (Adjusted for Inflation)	2002 RENTS	PERCENT INCREASE
Average Daily Rate	\$18.46	30.86	34.92	+13.16%
Average Weekly Rate	\$77.08	128.87	199.38	+54.71%
Average Monthly Rate	\$246.59	412.26	544.04	+31.97%

Length of Occupancy

The length of occupancy in the residential hotels surveyed varies considerably. Some hotels have a very high proportion of long-term residents, while others are characterized by short-term clientele. Table 10 and Table 11 reflect the data on length of occupancy reported by seven residential hotels. While 12 hotels provided some data regarding their occupants' length of stay, only the seven hotels that provided complete information are included in the tables. As indicated in Table 10, in the average hotel nearly 75% of occupants stay for more than one year and over a third of the occupants stay for more than five years. On average only 16% of occupants stay for less than a month.

Table 10: Length of Occupancy as Proportion of Hotel Residents

	MINIMUM STAY	MAXIMUM STAY	AVERAGE STAY
Less Than 30 days	0.0%	66.0%	16.3%
More Than One Year	33.0%	100.0%	74.1%
More Than Five Years	0%	80%	36.4%

Number of hotels responding: 7
No response: 20

The average occupancy lengths indicated in table 7 disguise the concentration of short-term and long-term occupants in particular hotels. Of the 7 hotels reporting occupancy lengths, short-term occupants (those staying less than 30 days) are concentrated in two hotels: the Old Oakland

⁶ See Levin, pp. 15-18.

Hotel (67% short-term occupants) and the Twin Peaks Hotel (64% short-term occupants). The remaining hotels reported having no short-term occupants at all. On the other hand, very long-term residents (those staying more than 5 years) are concentrated in 4 hotels: the Hotel Oakland (80% very long-term residents), the Hamilton Hotel (60% very long-term residents), the San Pablo Hotel (60% very long-term residents), and the California Hotel (50% very long-term residents). All four of these are publicly assisted hotels targeted to very low income households, which require that units be rented on at least a monthly basis.

In order to adjust for differences in hotel size, table 8 indicates the length of occupancy based on the number of rooms in the reporting hotels. When the number of rooms is used as the basis of calculation, it is apparent that occupants staying less than 30 days make up an even smaller proportion of hotel residents (4%), while occupants staying over one year account for over 90% of the rooms available for rent. Moreover, over half of the rooms are occupied by residents who have stayed for over 5 years.

Table 11: Length of Occupancy by Rooms

	NUMBER OF ROOMS	PERCENT OF ROOMS
Less Than 30 Days	38	4%
More Than One Year	757	91%
More Than Five Years	472	57%
Number of hotels responding: 7 (831 available units)		
No response: 20		

Bearing in mind the small sample size, it appears that the length of occupancy has increased since 1985.⁷ In 1985, an average of 37% of residents stayed for over one year, while in 2002 nearly 75% of residents stayed for one year or longer. Moreover, the average proportion of residents that have lived in a hotel for at least 5 years increased from 14% in 1985 to 36% in 2002. Finally, the number of short-term occupants staying less than 30 days has decreased from an average of 26% of hotel residents in 1985 to an average of 16% in 2002.

Since long-term occupants are concentrated in subsidized properties, it is clear that long term tenancy is in large measure the result of financing and regulatory restrictions that require that SROs are used to provide permanent housing rather than transient occupancy.

Summary

There are 27 residential hotels in operation in central Oakland, containing approximately 2,240 SRO dwelling units that are available for daily, weekly, or monthly rental. In 2002, the overall vacancy rate (which includes SRO units left intentionally vacant) was 9.6%, and the frictional

⁷ See Levin, pp. 18-20.

\$676.

The average rates in 2002 were \$35 daily, \$199 weekly, and \$544 monthly. (These figures have not been adjusted for inflation.) After adjusting for inflation, daily rates have increased 34%. Weekly rates have actually decreased 4.6%, and monthly rates have decreased 6.4% after adjusting for inflation.

Looking back to the 1985 study, the average rates then were \$18.50 daily, \$77 weekly, and \$246.50 monthly. Over the past 30 years, this represents an inflation-adjusted increase of 51% at the daily rate, 46% at the weekly rate, and 29% at the monthly rate.

Most residents of Oakland's SROs are permanent tenants. A full 85% of current residents have occupied their rooms at least one month, and 65% have been tenants for at least one year. An estimated 26% of residents have been tenants for five years or more.

Several hotels do not accept new guests on a monthly basis. Local residents who do not have permanent housing must shuttle around between different hotels every 30 days or less in order to comply with this policy. (Preexisting permanent tenants must be grandfathered in to this policy. For more information about tenancy regulations, see the "Relevant Legal Statutes for Regulation" chart.) The maximum stay for new guests at the Hotel Travelers, for example, is 30 days. Because the weekly rate at the Hotel Travelers is \$270, the effective monthly rate is \$810. This is a full 50% higher than the average monthly rate for those that do not accept new guests.

Permanent residents of SROs do not generally pay the market average for rent. The rent adjustment ordinance limits rents for permanent residents to the cost of construction. Depending on when a resident has

Downtown Oakland's Residential Hotels

Hotel	Address	Total Units	Total Available Units	Occupied Units	Occupancy Rate
1 Avondale Hotel	540 28th St	55	55	55	100%
2 The C.L. Dellums	644 14th St	72	72	70	97%
3 Claridge (formerly Ridge Hotel)	634 15th St	197	197	130	65%
4 Empty/lean Towers (formerly Menlo Hotel)	344 13th St	96	96*	96*	unknown
5 Fremont Hotel	524 8th St	41	39*	39*	unknown
6 Grand Hotel (formerly Palm Hotel)	641 W. Grand Ave	77	32	32	100%
7 Harrison Hotel	1415 Harrison St	81	81	78	96%
8 Hotel Travelers	392 11th St	70	65	65	100%
9 Lakehurst Residential Hotel	1569 Jackson St	120	120	95	79%
10 Madrone Hotel	477 8th St	31	23	23	100%
11 Malonga Casquelourd Center for the Arts (formerly Alice Arts Center)	1428 Alice St	75	75	45†	60%†
12 Milton Hotel	1109 Webster St	40	20	20	100%
13 Old Oakland	805 Washington St	37	35	35	100%
14 San Pablo Hotel	1955 San Pablo Ave	144	144	137	95%
15 Silver Dollar Hotel	2329 San Pablo Ave	20	20	18	90%
16 Sutter Hotel	584 14th St	102	100	95	95%
17 The New Fern's Hotel	415 15th St	33	30	30	100%
18 Twin Peaks Hotel	2333 San Pablo Ave	20	20	9	45%

*Estimated number, based on visual observations or news accounts.

† Recently renovated. Still in the process of securing tenants.

moved in, market rents may have increased faster than inflation, and the resident may thus be paying below-market rent.

An individual paying more than 30% of his or her gross income in rent is typically classified as "rent-burdened," and an individual paying more than 50% is classified as "severely rent-burdened." In order to not be rent-burdened, an individual would need to earn at least \$28,120 per year to afford the monthly rate. To afford the weekly rate on a yearly basis, an individual would need to earn \$40,160



RESIDENTIAL HOTEL INITIAL USAGE REPORT

Planning and Building Department
 250 Frank H. Ogawa Plaza
 2nd Floor, Suite 2114
 Oakland, CA 94612
 Tel (510)238-3911
 Fax (510)238-4730

→ December 24, 2019

Instructions

As established by Ordinance No. 13509 C.M.S., properties preliminarily identified as Residential Hotels must file an Initial Usage Report. Please submit this Initial Usage Report form along with required supplemental documents in person to the Zoning Permit Counter on the 2nd floor of 250 Frank H. Ogawa or via mail to the Planning and Building Department by ~~July 2, 2019~~. If more space is needed than the form provides, additional pages may be attached. Please include the payment of fees (\$473.92) required to process the Initial Usage Report. In order to make the necessary determinations and verify information provided, the City also reserves the right to do inspections of the property, subject to the applicable fees.

1. GENERAL INFORMATION	
Name of Applicant:	Contact Number:
Mailing Address:	Email Address:
Site Address:	
Site Assessor's Parcel Number:	
<i>Office Use Only</i>	
<i>Receive Date:</i> _____	

Para un intérprete en español u otra ayuda, por favor envíe un correo electrónico cferracane@oaklandnet.com o llame al (510) 238-3903.

你需要手語, 西班牙語, 粵語或國語翻譯服務嗎? 請在會議前五個工作天電郵 dthai@oaklandnet.com 或致電 (510) 238-3584

2. PROPERTY OWNER AND APPLICANT INFORMATION

Owner: _____

Owner Mailing Address: _____

City/State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ E-mail: _____

To be completed only if Applicant is not the Property Owner:

I authorize the applicant indicated below to submit the application on my behalf. _____

Applicant (Authorized Agent), if different from Owner: _____

Applicant Mailing Address: _____

City/State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ E-mail: _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation of determinations, as decided by the Planning and Building Director. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature above.

I certify that statements made to me about the time it takes to review and process this application are general. I am aware that the City has attempted to request everything necessary for an accurate and complete review of my proposal; however, that after my application has been submitted and reviewed by City staff, it may be necessary for the City to request additional information and/or materials. I understand that any failure to submit the additional information and/or materials in a timely manner may render the application inactive and that periods of inactivity do not count towards statutory time limits applicable to the processing of this application.

I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT ALL THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.

Signature of Owner or Authorized Agent

Date

3. INITIAL USAGE REPORT

The **INITIAL USAGE REPORT** shall be accompanied by evidence of legal status, as of December 13, 2016, such as:

- A certified copy of the property's tax returns
- Transient occupancy tax records
- Residential landlord tax records
- Planning and Building Permit records
- Alameda County Assessor records
- Floor plans (following standards described below)
- Other _____

Floor Plans must be submitted to confirm the number, location and size for the following facilities:

- a) Legal dwelling units, including their square footage and dimensions
- b) Communal facilities such as bathrooms, kitchens, laundry facilities or other shared amenities
- c) Ground floor commercial space and lobby area
- d) Number and location of private bathrooms
- e) Communal shower, toilet and sink facilities

Floor Plan Standards

- Two (2)** stapled and folded sets of full-sized plans and **Two (2)** additional sets of reduced plans (11" x 17") are required for all applications and **Two (2)** electronic sets - one (1) low resolution and one (1) high resolution in PDF format. Fold plans to 9" x 12" maximum size. Plans must be on sheets no greater than 24" x 36".
- Include complete floor plan of all floors of entire building
- Label all rooms (e.g. bedroom, kitchen, bathroom), and include dimensions of room sizes.
- Show the location of all existing doors, windows, and walls.
- Include north arrow, date prepared, and scale.
- Acceptable drawing scales are:** 1/4" = 1', 3/16" = 1', 1/8" = 1', and 1" = 10'. **Other scales may be appropriate, but should be discussed with Planning staff before filing.** Also, please limit the range of scales used, so Planning staff can more easily analyze your project in relation to adjacent properties.
- Include the name and phone number of person preparing the plan(s).

Summary of Characteristics of Property:

1. Number of Residential Hotel Rooming Units: _____
2. Total Number of Rooming Units with Private Bathrooms: _____
3. Number of Residential Hotel Efficiency Units: _____
4. Number of Commercial Hotel Units: _____
5. Number of Other Dwelling Units: _____
6. Total Number of Dwelling Units: _____
7. Total Number of Communal Bathroom Facilities: _____
8. Total Number of Communal Kitchen Facilities: _____

4. DEFINITIONS - Planning Code Section 17.153.020, 17.09, 17.10 (for reference)

"Commercial Activities" include the distribution and sale or rental of goods; the provision of services other than those classified as Civic Activities; and the administrative and research operations of private, profit-oriented firms, other than public utility firms. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

"Commercial Hotel" means a hotel that operates as a Commercial Activity, as defined in Section 17.10.260, which provides lodging to guests that is not used or is not intended to be used as a primary residence.

"Commercial Hotel Unit" means a Rooming Unit or Efficiency Unit, as defined in Section 17.09.040 of the Oakland Planning Code, that operates within a Commercial Hotel or has been granted a Conditional Use Permit for Conversion, as set forth in Section 17.153.050.

"Efficiency dwelling unit" means a dwelling unit containing only a single habitable room other than a kitchen, or containing a total of less than five hundred (500) square feet of floor area.

"Owner" means an owner of record of a Residential Hotel, or an entity or individual with a long-term lease or some form of equitable interest in a Residential Hotel.

"Permanent Residential Activities" include the occupancy of living accommodations on a thirty (30) days or longer basis, with none of the living units under the same ownership or management on the same lot being occupied on a shorter basis; but exclude institutional living arrangements other than state-licensed Residential Care Facilities for six (6) or fewer residents. However, such state-licensed Residential Care Facilities shall be subject to the three hundred (300) foot separation requirement in Section 17.103.010.B. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

"Residential Hotel" is defined in accordance with California Health and Safety Code Section 50519, and means any building built before 1960 containing six (6) or more Rooming Units, as defined in Section 17.09.040, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area. See also the process for Status Determination in Section 17.153.030. Any building or units that are constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

"Residential Hotel Unit" means a Rooming Unit or Efficiency Dwelling Unit, as those terms are defined in Section 17.09.040 of the Oakland Planning Code, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and are located within a Residential Hotel. Any unit that is constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

"Rooming Unit" means a room or suite of rooms, not including a kitchen, designed or occupied as separate living quarters, with or without common boarding provisions, but excluding such rooms where they accommodate a total of three (3) or fewer paying guests within a One Family Dwelling Residential Facility through the main portion of which access may be had to all such rooms; provided that in the case of student dormitories and similar group living arrangements, each two beds shall be deemed a rooming unit.

"Semi-Transient Residential Activities" include the occupancy of living accommodations partly on a thirty (30) days or longer basis and partly for a shorter time period, but with less than thirty percent (30%) of the living units under the same ownership or management on the same lot being occupied on a less-than-thirty (30) day basis; but exclude institutional living arrangements involving the provision of a special kind of care or forced residence, such as in nursing homes, orphanages, asylums, and prisons. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

"Transient Habitation Commercial Activities" include the provision of lodging services to transient guests on a less-than thirty (30) day basis, other than in the case of activities classified by Section 17.10.120 Semi-Transient Residential Activities or Section 17.10.125 Bed and Breakfast Residential Activities. Examples include hotels and motels. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.



CITY OF OAKLAND

APPEAL FORM

FOR DECISION TO PLANNING COMMISSION, CITY COUNCIL OR HEARING OFFICER

PROJECT INFORMATION

Case No. of Appealed Project: RE: DET 19 0030: 801-805 WASHINGTON ST
Project Address of Appealed Project: 801-805 WASHINGTON ST APN:
Assigned Case Planner/City Staff: 00102030270

RESIDENTIAL HOTEL STATUS DETERMINATION

APPELLANT INFORMATION:

Printed Name: Paula ENG & Kai ENG Phone Number: 415-828-5904
Mailing Address: 22 CASTLEBAR PL Alternate Contact Number:
City/Zip Code ALAMEDA CA 94502 Representing:
Email: PAULA ENG@HOTMAIL.COM

An appeal is hereby submitted on:

- AN ADMINISTRATIVE DECISION (APPEALABLE TO THE CITY PLANNING COMMISSION OR HEARING OFFICER)

YOU MUST INDICATE ALL THAT APPLY:

- Approving an application on an Administrative Decision
Denying an application for an Administrative Decision
Administrative Determination or Interpretation by the Zoning Administrator
Other (please specify) EXEMPT FROM SECTION 17.153.050

Please identify the specific Administrative Decision/Determination Upon Which Your Appeal is Based Pursuant to the Oakland Municipal and Planning Codes listed below:

- Administrative Determination or Interpretation (OPC Sec. 17.132.020)
Determination of General Plan Conformity (OPC Sec. 17.01.080)
Design Review (OPC Sec. 17.136.080)
Small Project Design Review (OPC Sec. 17.136.130)
Minor Conditional Use Permit (OPC Sec. 17.134.060)
Minor Variance (OPC Sec. 17.148.060)
Tentative Parcel Map (OMC Section 16.304.100)
Certain Environmental Determinations (OPC Sec. 17.158.220)
Creek Protection Permit (OMC Sec. 13.16.450)
Creek Determination (OMC Sec. 13.16.460)
City Planner's determination regarding a revocation hearing (OPC Sec. 17.152.080)
Hearing Officer's revocation/impose or amend conditions (OPC Sec. 17.152.150 &/or 17.156.160)
Other (please specify)

(Continued on reverse)

(Continued)

A DECISION OF THE CITY PLANNING COMMISSION (APPEALABLE TO THE CITY COUNCIL) Granting an application to: **OR** Denying an application to:

YOU MUST INDICATE ALL THAT APPLY:

Pursuant to the Oakland Municipal and Planning Codes listed below:

- Major Conditional Use Permit (OPC Sec. 17.134.070)
- Major Variance (OPC Sec. 17.148.070)
- Design Review (OPC Sec. 17.136.090)
- Tentative Map (OMC Sec. 16.32.090)
- Planned Unit Development (OPC Sec. 17.140.070)
- Environmental Impact Report Certification (OPC Sec. 17.158.220F)
- Rezoning, Landmark Designation, Development Control Map, Law Change (OPC Sec. 17.144.070)
- Revocation/impose or amend conditions (OPC Sec. 17.152.160)
- Revocation of Deemed Approved Status (OPC Sec. 17.156.170)
- Other (please specify) _____

FOR ANY APPEAL: An appeal in accordance with the sections of the Oakland Municipal and Planning Codes listed above shall state specifically wherein it is claimed there was an error or abuse of discretion by the Zoning Administrator, other administrative decisionmaker or Commission (Advisory Agency) or wherein their/its decision is not supported by substantial evidence in the record, or in the case of Rezoning, Landmark Designation, Development Control Map, or Law Change by the Commission, shall state specifically wherein it is claimed the Commission erred in its decision. The appeal must be accompanied by the required fee pursuant to the City's Master Fee Schedule.

You must raise each and every issue you wish to appeal on this Appeal Form (or attached additional sheets). Failure to raise each and every issue you wish to challenge/appeal on this Appeal Form (or attached additional sheets), and provide supporting documentation along with this Appeal Form, may preclude you from raising such issues during your appeal and/or in court. However, the appeal will be limited to issues and/or evidence presented to the decision-maker prior to the close of the public hearing/comment period on the matter.

The appeal is based on the following: *(Attach additional sheets as needed.)*

SEE ATTACHED 176 PAGES

Supporting Evidence or Documents Attached. *(The appellant must submit all supporting evidence along with this Appeal Form; however, the appeal will be limited evidence presented to the decision-maker prior to the close of the public hearing/comment period on the matter.)*

(Continued on reverse)

(Continued)

Paula Eng

Signature of Appellant or Representative of
Appealing Organization

October 4, 2019

Date

TO BE COMPLETED BY STAFF BASED ON APPEAL TYPE AND APPLICABLE FEE

APPEAL FEE:

\$ 1622.57

Fees are subject to change without prior notice. The fees charged will be those that are in effect at the time of application submittal. All fees are due at submittal of application.

Date/Time Received Stamp Below:

Below For Staff Use Only

Cashier's Receipt Stamp Below:

Kai T Eng
Paula Eng
22Castlebar Place
Alameda Ca 94502
Cell 415-828-5904

Date October 4, 2019

Dear City of Oakland,

RE: DET190030: 801-805 Washington St: APN: 001 020302700

Please know **801- 805 Washington Street Oakland CA 94607 is NOT a Residential Hotel as per code 17.153.030**, we are a mixed use property with 2 retail units on ground floor (Bento House Restaurant and Pin and Tonic hair salon), commercial hotel with 19 + 1 unit is an office up stair and five bathrooms, 2 rooms very small water heater and building HVAC heater.

1. The commercial hotel has paid TOT Transit Occupancy Tax and enclosed are the City of Oakland records showing TOT is paid since 2011 every month. TOT is a tax that commercial hotels pay monthly, 2011 to date now 2019 TOT tax has been paid and the units upstairs of 19 units has been run as commercial hotel for the past nine years.

<https://www.oaklandca.gov/services/transient-or-temporary-occupancy-taxes-tot>

"Commercial Hotel" means a hotel that operates as a Commercial Activity, as defined in Section 17.10.260, which provides lodging to guests that is not used or is not intended to be used as a primary residence.

"Commercial Hotel Unit" means a Rooming Unit or Efficiency Unit, as defined in Section 17.09.040 of the Oakland Planning Code, that operates within a Commercial Hotel or has been granted a Conditional Use Permit for Conversion, as set forth in Section 17.153.050.

2. Office of Assessor County of Alameda - Enclosed COMMERCIAL BUILDING RECORD- Shows code HOTEL- three page document, Commercial Hotel
3. City of Oakland Permit Office record: Accela database shows for 801 to 805 Washington St multiple records NON- RESIDENTAL permits and business licenses from the past and current. Enclosed 10 documents showing non-residential items for permits and business licenses and business activities.
4. Commercial leases enclosed for showing commercial use of 801- 805 Washington Street
5. Prior package sent in provided evidence given April 2, 2019 for Exemption of Residential Hotel
6. Business Certificate Verification Letter from Carlos Figueroa - City of Oakland Employee- states TOT Transient Occupancy Tax paid to date as of now. TOT is paid by commercial hotels.

7. Business Tax certificate for 2019 - Business Type Hotel, Motel - registered and up to date

8. The address 807 to 811 Washington Street are also commercial floor retail space , enclosed are the multiple retail and commercial leases, YELP business advertisements current to date, and City Records from permits and business licenses given now and packet from April 2, 2019 . All showing commercial and retail businesses.

Please know this is all the information I could gather in the six days you have given. Please know we received a certified letter on September 28, 2019 for 801 - 805 Washington Street, Oakland CA to Kai T Eng.

There was a letter enclosed dated May 1, 2019 stating INSUFFICIENT FILING and INCOMPLETE and requesting additional information for the residential hotel exemption, which was never received until September 28, 2019 This was the first time we received the letter dated May1, 2019.

The letter states the appeal must be submitted by October 4, 2019 by , 4:00 pm, which we have submit the form and the fee of \$1622.57 and sum of the documents for the appeal, this only gives us six days to submit supporting documents , which is not a reasonable amount of time to gather all the information requested in your letter.

Please send certified mail only, so that we can make sure it is received as your communications, as they have not been received in the past , like the May 1, 2018 letter.

We look forward to your next communication.

Sincerely,

Kai Eng

Paula Eng

Kai T Eng
Paula Eng

STORAGE RENTAL AGREEMENT

DATE of Agreement: 2-10-2011

1. Parties. This Agreement is Between Kai Eng. (Owner)

And Names MICHAEL SCOTT (Occupant) STORAGE UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit) . The size of the storage unit less than 5 x 10 feet space, Space A. TERM. This Agreement begins on date 2-10-2011 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ \$186 due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 2-10-11 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair , cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement, Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

11. 14. OWNERS RIGHT TO ACCES. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it is impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may charge Occupant a reasonable administrative fee for any sublease or assignment.
13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
2. GROUNDS FOR TEMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMENT shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND ALL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABEL THOUGH MOST INSURERS.
4. LIABILITY> Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid , or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
 2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
 3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
 4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date as of the date set forth above.

Occupant: Michael Scott 2-10-11
 Occupant: Print, Sign, Date

Kai T Eng 2-10-2011
 Owner Kai Eng, Sign, Date

STORAGE RENTAL AGREEMENT

DATE of Agreement: 8-16-11

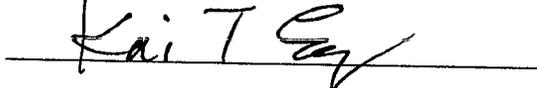
1. Parties. This Agreement is Between Kai Eng , (Owner)

And Names LUPE GARCIA (Occupant) STORAGE UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit) . The size of the storage unit less than 5 x 10 feet space, Space B . TERM. This Agreement begins on date 8-16-11 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ 186 , due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 8-16-11 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair , cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement, Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

11. 14. OWNERS RIGHT TO ACCES. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it is impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may charge Occupant a reasonable administrative fee for any sublease or assignment.
13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
2. GROUNDS FOR TERMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMENT shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND ALL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABLE THROUGH MOST INSURERS.
4. LIABILITY. Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date as of the date set forth above.

Occupant: Print, Sign, Date



 Owner Kai Eng, Sign, Date

STORAGE RENTAL AGREEMENT

DATE of Agreement: 3.9.2011

1. Parties. This Agreement is Between Kai Eng. (Owner)

And Names PETER BORNE (Occupant) STORAGE

UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit) . The size of the storage unit less than 5 x 10 feet space, Space C. TERM. This Agreement begins on date 3.9.2011 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ 186, due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 3.9.11 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair , cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement, Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

11. 14. OWNERS RIGHT TO ACCESS. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it is impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may charge Occupant a reasonable administrative fee for any sublease or assignment.
13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
2. GROUNDS FOR TERMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMENT shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND ALL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABLE THROUGH MOST INSURERS.
4. LIABILITY. Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date as of the date set forth above.

Occupant: Print, Sign, Date

Peter Borne 03.07.2011
Kai T. Eng 3.9.2011

Owner Kai Eng, Sign, Date

STORAGE RENTAL AGREEMENT

DATE of Agreement: 6.5.2018

1. Parties. This Agreement is Between Kai Eng, (Owner)

And Names STEPHANIE LEWIS (Occupant) STORAGE

UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit). The size of the storage unit less than 5 x 10 feet space, Space D. TERM. This Agreement begins on date 6.5.18 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ 196 due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 6.5.2018 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair, cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement, Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

11. 14. OWNERS RIGHT TO ACCES. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it is impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may charge Occupant a reasonable administrative fee for any sublease or assignment.
13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
2. GROUNDS FOR TERMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMENT shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND ALL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABLE THROUGH MOST INSURERS.
4. LIABILITY. Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Dates of the date set forth above.

Occupant: Print, Sign, Date

Steph 6/5/18
Kai T. Eng 6.5.2018

Owner Kai Eng, Sign, Date

STORAGE RENTAL AGREEMENT

DATE of Agreement: 3-21-2011

1. Parties. This Agreement is Between Kal Eng, (Owner)

And Names JAKE NETWORK-LIFE (Occupant) STORAGE UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit). The size of the storage unit less than 5 x 10 feet space, Space E. TERM. This Agreement begins on date 3-21-11 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ 186, due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 3-21-11 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair, cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement, Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

11. 14. OWNERS RIGHT TO ACCES. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it id impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may change Occupant a reasonable administrative fee for any sublease or assignment.
13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
2. GROUNDS FOR TEMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMETN shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND LL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABEL THOUGH MOST INSURERS.
4. LIABILITY> Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre- paid , or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date 3.21.11 of the date set forth above.

Occupant: Print, Sign, Date Jake Newkirk 3.21.11 Jake Newkirk

Kai Eng 3.21.11
 Owner Kai Eng, Sign, Date

STORAGE RENTAL AGREEMENT

DATE of Agreement: 5.11.2011

1. Parties. This Agreement is Between Kai Eng, (Owner)

And Names GLORIA LOPEZ (Occupant) STORAGE UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit). The size of the storage unit less than 5 x 10 feet space, Space F. TERM. This Agreement begins on date _____ and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ 186 due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 5.11.11 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair, cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement, Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

- 11. 14. OWNERS RIGHT TO ACCES. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it id impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
- 12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may charge Occupant a reasonable administrative fee for any sublease or assignment.
- 13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
- 1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
- 1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
- 2. GROUNDS FOR TEMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMETN shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
- 3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND LL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABEL THOUGH MOST INSURERS.
- 4. LIABILITY> Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
- 5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre- paid , or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
- 1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
- 2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
- 3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
- 4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date as of the date set forth above.

Occupant: Print, Sign, Date
 GLOKIA Lopez 05/11/11
 Kai T. Eng 5.11.11

Owner Kai Eng, Sign, Date

STORAGE RENTAL AGREEMENT

DATE of Agreement:

9-16-2011

1. Parties. This Agreement is Between Kai Eng, (Owner)

And Names KAREN MILLER (Occupant) STORAGE

UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit). The size of the storage unit less than 5 x 10 feet space, Space 9. TERM. This Agreement begins on date 9-16-2011 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ 186, due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 9-16-2011 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair, cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement. Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

11. 14. OWNERS RIGHT TO ACCE. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it id impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may change Occupant a reasonable administrative fee for any sublease or assignment.
13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
2. GROUNDS FOR TEMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMETN shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND LL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABEL THOUGH MOST INSURERS.
4. LIABILITY> Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre- paid , or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date as of the date set forth above.

Karen Miller 9/16/2011
 Occupant: Print, Sign, Date

Kai T. Eng 9-16-2011
 Owner Kai Eng, Sign, Date

STORAGE RENTAL AGREEMENT

DATE of Agreement: 3.10.2011

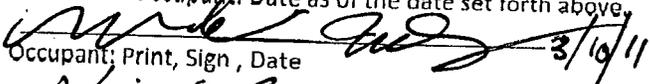
1. Parties. This Agreement is Between Kai Eng, (Owner)

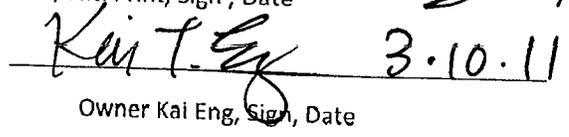
And Names MARK JOHNSON (Occupant) STORAGE

UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit). The size of the storage unit less than 5 x 10 feet space, Space H. TERM. This Agreement begins on date 3.10.11 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ _____, due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 3.10.11 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair, cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement, Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

11. 14. OWNERS RIGHT TO ACCES. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it id impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may charge Occupant a reasonable administrative fee for any sublease or assignment.
13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
2. GROUNDS FOR TEMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMETN shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND LL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABEL THOUGH MOST INSURERS.
4. LIABLITY> Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre- paid , or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date as of the date set forth above.

 3/10/11
 Occupant; Print, Sign, Date

 3.10.11
 Owner Kai Eng, Sign, Date

STORAGE RENTAL AGREEMENT

DATE of Agreement: 8.9.2016

1. Parties. This Agreement is Between Kai Eng, (Owner)

And Names JON BROWN (Occupant) STORAGE

UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit). The size of the storage unit less than 5 x 10 feet space, Space 1. TERM. This Agreement begins on date 8.9.2016 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ 196 due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 8.9.2016 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair, cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement, Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

11. 14. OWNERS RIGHT TO ACCESS. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it is impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may charge Occupant a reasonable administrative fee for any sublease or assignment.
13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
2. GROUNDS FOR TERMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMENT shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND ALL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABLE THROUGH MOST INSURERS.
4. LIABILITY. Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date as of the date set forth above.

[Handwritten Signature]
 Occupant: Print, Sign, Date 8/9/2016

[Handwritten Signature]
 Owner Kai Eng, Sign, Date

STORAGE RENTAL AGREEMENT

DATE of Agreement: 11.2.11

1. Parties. This Agreement is Between Kai Eng, (Owner)

And Names DAVID HARRIS (Occupant) STORAGE

UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit) . The size of the storage unit less than 5 x 10 feet space, Space J. TERM. This Agreement begins on date 11.2.11 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ 186, due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 11.2.11 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair, cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement, Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

11. 14. OWNERS RIGHT TO ACCES. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it id impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may change Occupant a reasonable administrative fee for any sublease or assignment.
13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
2. GROUNDS FOR TEMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMETN shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND LL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABEL THOUGH MOST INSURERS.
4. LIABILITY> Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre- paid , or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date as of the date set forth above.

[Signature] 11.2.11
 Occupant: Print, Sign, Date

[Signature] 11.2.11
 Owner Kai Eng, Sign, Date

STORAGE RENTAL AGREEMENT

DATE of Agreement: 6-3-11

1. Parties. This Agreement is Between Kai Eng, (Owner)

And Names RON Chong (Occupant) STORAGE UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit). The size of the storage unit less than 5 x 10 feet space, Space R. TERM. This Agreement begins on date 6-3-11 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ 186 due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 6-3-11 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair, cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement, Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur Interest at the highest lawful rate.

11. 14. OWNERS RIGHT TO ACCES. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it id impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may change Occupant a reasonable administrative fee for any sublease or assignment.
13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
2. GROUNDS FOR TERMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMETN shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND LL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABEL THOUGH MOST INSURERS.
4. LIABILITY> Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre- paid , or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date as of the date set forth above.

R. Chang 6.3.11
 Occupant: Print, Sign, Date

Kai T. Eng 6.3.11
 Owner Kai Eng, Sign, Date

STORAGE RENTAL AGREEMENT

DATE of Agreement: 10.12.11

1. Parties. This Agreement is Between Kai Eng . (Owner)

And Names CHRIS Lee (Occupant) STORAGE

UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit) . The size of the storage unit less than 5 x 10 feet space, Space L. TERM. This Agreement begins on date 10.12.11 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ 186 due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 10.12.11 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair , cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement, Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

11. 14. OWNERS RIGHT TO ACCES. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it id impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may change Occupant a reasonable administrative fee for any sublease or assignment.
13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
2. GROUNDS FOR TEMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMETN shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND LL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABEL THOUGH MOST INSURERS.
4. LIABILITY> Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre- paid , or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date as of the date set forth above.

Chris Lee *Chris Lee* 10/12/11
 Occupant: Print, Sign, Date

Kai Eng 10.12.11
 Owner Kai Eng, Sign, Date

STORAGE RENTAL AGREEMENT

DATE of Agreement: 5.16.11

1. Parties. This Agreement is Between Kai Eng, (Owner)

And Names Cole Bell (Occupant) STORAGE

UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit). The size of the storage unit less than 5 x 10 feet space, Space M. TERM. This Agreement begins on date 5.16.11 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ 186 due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 5.16.11 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair, cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement. Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

11. 14. OWNERS RIGHT TO ACCESS. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it is impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may charge Occupant a reasonable administrative fee for any sublease or assignment.
13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property in the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
2. GROUNDS FOR TERMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMENT shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND ALL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABLE THROUGH MOST INSURERS.
4. LIABILITY. Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date as of the date set forth above.

Cole Hill
 Occupant: Print, Sign, Date _____ 5.16.11

Kai T E
 Owner Kai Eng, Sign, Date _____ 5.16.11

STORAGE RENTAL AGREEMENT

DATE of Agreement: 2.20.11

1. Parties. This Agreement is Between Kai Eng, (Owner)

And Names WILL MORRIS (Occupant) STORAGE

UNIT. Subject to the terms and conditions in this Agreement, Owner rents to Occupant, and Occupant rents from Owner, at 807 Washington Street, Oakland CA 94607 (Storage Unit). The size of the storage unit less than 5 x 10 feet space, Space N. TERM. This Agreement begins on date 2.20.11 and continues a monthly to month basis. If applicable, the first month's rent will be pro-rated accordingly under Paragraph 7.

1. PAYMENT of RENT. Occupant shall pay Owner a monthly rental amount of \$ 186 due to Owner in full on the first business day of the month. Occupant shall pay rent through ACH, cash or check. Tenant will pay all ACH fees.
2. LATE CHARGES and FEES/ If Occupant fails to pay the rent in full by the fifth day of the month, Occupant shall pay Owner a late charge of \$50. If any payment offered by Occupant to Owner for rent or any other amount due under this Agreement is returned for lack of sufficient funds a stop payment, or any other reason, Occupant shall pay Owner an insufficient funds fee of \$50 plus late charges until Owner receives acceptable payment. Owner and Occupant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Owner. Owner does not waive the right to insist on payment of the rent in full on the date it is due.
3. CLEANING FEE. Upon termination of this Agreement, Occupant shall remove all items from the Storage Unit and shall leave the Storage Unit in good, clean condition. If Occupant does not remove all property or does not leave the Storage unit in good, clean condition, occupant shall be liable for all costs incurred by Owner to clean the Storage Unit.
4. Proration of Rents. For the period from date 2.20.11 through the end of that month, Occupant shall pay to Owner the pro-rated monthly rent of the full months' rent.
5. USE. The storage Unit shall be used only for Occupants storage of personal property. The Storage Unit Shall not be used for any other purposes. IT IS UNLAWFUL TO USE THE STORAGE UNIT AS A RESIDENCE. Occupant shall not store any hazardous, flammable, toxic, explosive or illegal material or substances in the Storage Unit, Occupant shall not keep any live animals in the Storage Unit. Occupant shall notify Owner in advance if Occupant intends to store any vehicle or watercraft in the Storage Unit. If Occupant intends to store a vehicle or watercraft in the Storage Unit, Owner may request, and the Occupant shall provide document of title, registration and insurance, in addition to any lienholder information required under Paragraph 17.
6. TERMINATION. Either Owner or Occupant may terminate the Agreement by giving the other party at least 30 days written notice. Termination shall be effective as of the last day of any given month. Owner will not prorate last month's rent if Occupant vacates the Storage Unit prior to the end of month.
7. RENT CHARGES. Owner may change the rental amount if other Agreement terms by providing written notice to Occupant at least 30 days in advance.
8. DELAY OF OCCUPANCY. In the event OCCUPANT occupancy of the Storage Unit is delayed for repair, cleaning, or any other circumstances beyond the control of Owner, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delays for the first seven days of the Agreement. If the delays of occupancy is longer than seven days, Occupant may terminate this Agreement by delivering written notice to Owner. After such termination, Owners liability to Occupant is limited to the return of all sums previously paid by Occupant to Owner under this agreement.
9. Rules and Regulations. Occupant shall not use the Storage Unit or surrounding property in such a manner that (A) violates any law or ordinance, or (B) damages the Storage Unit or surrounding property. Occupant shall comply with all rules and regulations of Owner regarding the Storage Unit and surrounding property.
10. Reimbursement. Occupant shall immediately reimburse Owner for any loss, damage, cost, or repair caused by Occupant. Occupants unpaid balances will incur interest at the highest lawful rate.

- 11. 14. OWNERS RIGHT TO ACCES. Owner may enter the storage Unit as reasonably necessary. Except in cases of emergency or where it id impracticable to do so, Owner shall give Occupant advance notice of at least 24 hours before entering.
- 12. SUBLEASE and ASSIGNMENT. Occupant shall not sublease or assign the Agreement without the prior written consent of Owner; which consent shall not be unreasonably held. Owner may change Occupant a reasonable administrative fee for any sublease or assignment.
- 13. OWNERS LIEN ON PERSONAL PROPERTY.
 - A. Occupants property In the storage Unit shall be subject to a claim of lien by Owner and may even be sold to satisfy the lien of the rent or other charges due remain unpaid for 14 consecutive days.
 - B. Occupant shall provide Owner with an alternative address and or another person to whom any lien notice shall be sent to Occupants primary address and the alternative address, if both addresses are provided by Occupant.
- 1. EXISTING LIENHOLDERS
 - A. Occupant warrants and represents that there are no lienholders or secured parties who have or will have an interest in the personal property being stored in the Storage Unit other than the following. N/A
 - B. Occupant shall notify Owner immediately of any changes to the information required under this Paragraph 17.
- 1. GROUNDS FOR DENIAL OF ACCESS. In addition to any other remedies provided by this Agreement or under law. Owner may deny Occupant access to the Storage Unit if Occupant is in default under this Agreement, as permitted under the California Law.
- 2. GROUNDS FOR TEMINATION OF AGREEMENT. Occupants failure to comply with any term of this AGREEMETN shall be grounds for termination of the Agreement, with appropriate notice to Occupant and procedures as required by law,
- 3. INSURANCE. OWNERS INSURANCE DOES NOT COVER PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT, THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND LL PERSONAL PROPERTY STORED IN THE STORAGE UNIT SHALL REMAIN VESTED IN OCCUPANT. OWNER ADVISES OCCUPANT TO PURCHASE INSURANCE FOR ANY PERSONAL PROPERTY STORED IN THE STORAGE UNIT, SUCH INSURANCE IS AVAILABEL THOUGH MOST INSURERS.
- 4. LIABILITY> Owners liability shall be limited to injury or damage caused by the negligence or willful acts of owner. Occupant is liable for all water, fire damages, natural disaster damage, injury and damage caused by the negligence or willful acts of Occupant.
- 5. NOTICE. Unless otherwise specified in this Agreement or under law, notices related to this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre- paid , or securely and conspicuously posted, as follows:
 - A. Occupant Alternate Address _____
 - B. Alternate Address Lien Notices: _____
 - C. Owner Kai Eng, 807 Washington Street Oakland CA 94607
- 1. ADDITIONAL PROVISIONS. Additional provisions are as follows:
- 2. ATTORNEYS FEES. Occupant shall pay for OWNERS legal fees and court costs associated with any default of Occupant. In any action or legal proceedings to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.
- 3. VALIDITY OF EACH PART. If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
- 4. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant. No promises or representations, other than those contained herein or implied by law, have been made by Owner or Occupant. Any addendum or modification to this Agreement must be in writing and signed by Owner and Occupant. Date as of the date set forth above.

Occupant: Print, Sign, Date
 Will MORRIS me owner 2.20.11

Kai Eng 2.20.11
 Owner Kai Eng, Sign, Date

LEASE AGREEMENT

By and Between

KAI ENG AND PAM ENG

As Landlords

And

Tenant Name: **HEE ROSENTHAL AND MUNCHA MITCHELL**

As Tenants

Dated: January 1, 2015

Information and the Lease, the latter shall control.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into by and between the Landlords ("Landlords") and the Tenants ("Tenants") identified in the Basic Lease Information and is effective as of the Lease Date (the "Lease Date") set out in the Basic Lease Information.

1. Demise. Subject to Landlords' review and approval of Tenants' financial status, Landlords lease to Tenants and Tenants lease from Landlords, upon the terms and conditions hereinafter set forth, those premises (the "Premises") outlined in Exhibit A and described in the Basic Lease Information. The Premises may be all or part of the building (the "Building").

2. Term Commencement Date. The commencement date of the Term ("Term Commencement Date") shall be the date on which Tenants takes possession of some or all of the Premises for the conduct of business, except for early access as permitted in this Lease. Notwithstanding any provision of this Lease to the contrary, if Landlords do not tender possession of the Premises to Tenants on or before the Term Commencement Date for any reason whatsoever, Landlords shall not be liable for any damages and this Lease shall not be void or voidable, but Tenants shall not be liable for payment of any Rent until such time as Landlords tender possession of the Premises to Tenants. Any such delay in the tender of possession of the Premises shall not affect any of the other obligations of Tenants under this Lease, but shall extend the Initial Term Expiration Date for the same period of time. Should Landlords not be able to recapture the Premises from the existing occupant/Tenants, Landlords shall have the right to terminate the Lease. Tenants require estimated date of possession to determine estimated waiting period. Landlords shall give Tenants ninety

(90) days notice of Delivery. Tenants shall, however, not proceed with any of Tenants' work, as stated in this Lease, until Landlords provides Tenants a definite Term Commencement Date. Tenants' entry upon the Premises (whether before or after the Term Commencement Date) shall constitute Tenants' agreement that the Premises are in good order and condition.

Tenants shall accept the Premises on the Term Commencement Date in its then existing condition, broom clean and otherwise "AS-IS." Tenants acknowledge and agree that Landlords have made no representation or warranty as to the condition of the Premises or the suitability of the Premises for any use or purpose, except as expressly set forth in this Lease. The Premises will also be delivered with the following:

- At the time of signing of this Lease, Tenants agree to pay \$ 35,000.00 none refundable deposit.
- All equipment is leased. If equipment is broken or needs repair will be sole responsibility of Tenant to repair or replace. See attached inventory list.
- Insurance coverage shall be \$1,000,000 aggregate.
- 30-day written notice of cancellation shall be given to Landlord if insurance coverage lapses/is cancelled.
- Tenants' policy is primary and noncontributory.
- Tenants shall insure for all owned and leased belongings/inventory/furniture/contents and improvements.
- Tenants shall insure their own spoilage of food and liquor.
- Tenant shall be solely responsible for all maintenance, plumbing, utilities and garbage.
- Landlords shall not be liable for any water damage at the Premises.
- Tenants shall be solely responsible for all exterior glass placement (large glass windows and door in front of building)
- Tenants shall be solely responsible for all Americans with Disability Act compliance.
- All costs associated with Tenants' Improvement/Work shall be the sole responsibility of Tenants. Tenants will present plans to Landlords for approval of which said Landlords' approval shall not be unreasonably delayed or withheld.
- All improvement permits shall be the sole responsibility of Tenant.
- This lease is non-transferable to anyone else. There is no subleasing of the space or any portion of the space at any length of time. You can request a transfer of the lease but landlord can decide yes or no for the request.

Tenants can sell The good will of the business, Will be a new lease with new tenants.

3. Term.

A. Initial Term. The term of this Lease shall commence on the Term Commencement Date and continue in full force and effect for the number of months specified as the Initial Term in the Basic Lease Information unless sooner terminated as provided in this Lease or sooner extended as provided in Paragraph 3.B below. If the Term Commencement Date is a date other than the first day of the calendar month, the Initial Term shall be the number of months of the Initial Term specified in the Basic Lease Information in addition to the remainder of the calendar month following the Term Commencement Date.

B. Cancellation by Tenants. Notwithstanding any provision of this Lease to the contrary, if on no later than DEC. 1, 2014 the County of Alameda has not issued to Tenants a business license and all other required permits and approvals for the conduct by Tenants of the Permitted Use specified in the Basic Lease Information in the Premises, then Tenants may cancel this Lease by written notice received by Landlords no later than NOV. 1, 2014. Time is the essence of the giving of such notice of cancellation. In the event this Lease is cancelled by Tenants as provided in the preceding two sentences, Landlords shall return to Tenants the prepaid Base Rent and the Security Deposit, and thereupon neither Landlords nor Tenants shall have any further rights or obligations to the other party under this Lease. If Landlords do not receive Tenants' notice of cancellation pursuant to this Paragraph 3.C no later than March, 2014, then the option of Tenants to cancel this Lease as provided in this Paragraph 3.C shall be null, void, and without force or effect, and this Lease shall continue in force and effect. Tenants shall (i) submit complete applications and accompanying documents for such business license and other required approvals and pay all required fees assessed in connection with such applications no later than March 1, 2014, and (ii) diligently and continuously prosecute such applications, including meeting with city staff as requested, preparing and submitting additional documents, and attending public hearings or meetings.

C. Early Access. Tenants shall have the right to enter upon the Premises for the purpose of installing Tenants' furniture, fixtures and voice and data systems wiring commencing upon the execution and delivery of this Lease by Landlords and Tenants and the waiver or satisfaction by Tenants of the Tenants' cancellation right set forth in Paragraph 3.C above. Such early entry by Tenants shall be subject to all of the terms of this Lease, including, without limitation, the requirements of Paragraphs 4, 5, 8, 9, 11, 12, 13, 15, 16, 19, 20, 21, 25, 26 and 27, except that Tenants shall not be required to pay any Rent for the Premises during such early entry period. During such early entry period, Tenants shall not (a) conduct any business from the Premises, or (b) store or locate any property not owned or leased by Tenants on the Premises.

4. Use.

A. General. Tenants shall use the Premises for the Permitted Use and for no other use or purpose, including, without limitation operation of nightclub. Tenants shall control Tenants' employees, agents, customers, visitors, invitees, licensees, contractors, assignees and subtenants (collectively, "Tenants' Parties"). If applicable, Tenants and Tenants' Parties shall have the nonexclusive right to use, in common with other parties occupying the Building, the parking areas and driveways of the Building, subject to such rules and regulations as Landlords may from time to time prescribe.

B. Limitations. Tenants shall not permit any odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises, nor take any action, which would constitute a nuisance or would disturb, obstruct or endanger any others. If during the Term Landlords receive complaints that the use of the equipment disturbs them, then, upon the written request of Landlords, Tenants shall, at the sole cost of Tenants, shall take such reasonable steps as are necessary eliminate such disturbance. Storage outside the Premises of materials, vehicles or any other items is prohibited. Tenants shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenants cause or maintain or permit any nuisance in, on or about the Premises. Tenants shall not commit or suffer the commission of any waste in, on or about the Premises. Tenants shall not allow any sale by auction upon the Premises, or place any loads upon the floors, walls or ceilings that endanger the structure, or place any harmful liquids in the drainage system of the Building. No waste, materials or refuse shall be dumped upon or permitted to remain outside the Premises. Landlords shall not be responsible to Tenants for the non-compliance by any other Tenants or occupant of the Building with any of the above-referenced rules or any other terms or provisions of such Tenants' or occupant's lease or other contract.

C. Compliance with Regulations. Tenants accept the Premises in the condition existing as of the date of this Lease, subject to all existing or future applicable municipal, state and federal and other governmental statutes, regulations, laws and ordinances, including zoning ordinances and regulations governing and relating to the use, occupancy and possession of the Premises (collectively "Regulations"). Tenants shall, at Tenants' sole expense, strictly comply with all Regulations now in force or which may hereafter be in force relating to the Premises and the use or occupancy of the Premises. Tenants, at its sole cost and expense, shall obtain any and all licenses or permits necessary for Tenants' use and occupancy of the Premises and the conduct of Tenants' business on the Premises. Tenants shall promptly comply with the requirements of any board of fire

underwriters or other similar body now or hereafter constituted relating to the use and occupancy of the Premises. Tenants shall not do or permit anything to be done in, on, or about the Premises or bring or keep anything which will in any way increase the rate of any insurance upon the Premises, Building, or upon any contents therein or cause a cancellation of said insurance or otherwise affect said insurance in any manner. Tenants shall, to the maximum degree permissible by law, indemnify, defend, protect and hold Landlords harmless from and against any loss, cost, expense, damage, claims, judgments and/or settlements, attorneys' fees or liability arising out of the failure of Tenants to comply with any Regulations or to comply with the requirements as set forth in this Paragraph 4.C, excepting only matters arising from the sole active negligence or willful misconduct of Landlords. Tenants' obligations pursuant to the foregoing indemnity shall survive the termination of this Lease.

D. Hazardous Materials. Tenants shall not cause, or allow any of Tenants' Parties to cause, any Hazardous Materials to be used, generated, stored or disposed of on or about the Premises or the Building. As used in this Lease, "**Hazardous Materials**" shall include, but not be limited to, hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials", "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance. Tenants shall, at Tenants' sole expense, strictly comply with all existing or future applicable municipal, state and federal and other governmental statutes, regulations, laws and ordinances governing and relating to the use, generation, storage, or disposal of Hazardous Materials at the Premises. Landlords shall have the right at all reasonable times to inspect the Premises and to conduct tests and investigations to determine whether Tenants is in compliance with the foregoing provisions, the costs of all such inspections, tests and investigations to be borne by Tenants if such inspections, tests or investigations show that Tenants have violated any of the provisions of this Paragraph 4.D. Tenants shall, to the maximum degree permissible by law, indemnify, defend, protect and hold Landlords harmless from and against all liabilities, losses, costs and expenses, demands, causes of action, claims, judgments and/or settlements directly or indirectly arising out of the activities or use, generation, storage or disposal of Hazardous Materials by Tenants or any of Tenants' Parties, which indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation of any closure or other plans, whether such action is required or necessary prior to or following the termination of this Lease. Neither the written consent by Landlords to Tenants' use, generation, storage or disposal of Hazardous Materials nor the strict compliance by Tenants with all laws pertaining to Hazardous Materials shall excuse Tenants from Tenants' obligation of indemnification pursuant to this Paragraph 4.D. Tenants shall provide notice to Landlords as soon as practicable, but in no event later than thirty (30) days, of the initiation of any proceeding or action whatsoever relating to any Hazardous Materials. Tenants' obligations pursuant to the foregoing indemnity shall survive the termination of this Lease.

5. Rules and Regulations. Tenants shall faithfully observe and comply with any rules and regulations Landlords may from time to time prescribe in writing for the purpose of maintaining the proper care, cleanliness, safety, traffic flow and general order of the Premises or Building. Tenants shall cause Tenants' Parties to comply with such rules and regulations. Landlords shall not be responsible to Tenants for the non-compliance by any other Tenants or occupant of the Building with any of the rules and regulations.

6. Rent. See Above

7. Insurance and Indemnification.

A. Landlords' Insurance. Landlords agree to maintain property insurance insuring the Building against fire, lightning, vandalism and malicious mischief (including, if Landlords elects, "All Risk" or "Special" coverage, earthquake, and/or flood insurance), in an amount not less than eighty percent (80%) of the replacement cost thereof, with deductibles, forms and endorsements as selected by Landlords in Landlords' sole discretion. Such insurance may also include, at Landlords' option, insurance against loss of Base Rent and Additional Rent, in an amount equal to the amount of Base Rent and Additional Rent payable by Tenants for a period of at least twelve (12) months commencing on the date of loss. Such insurance shall be for the sole benefit of Landlords and under Landlords' sole control. Landlords shall not be obligated to insure any property, furniture, equipment, machinery, goods or supplies which Tenants may keep or maintain in the Premises, or any leasehold improvements, additions or alterations on or to the Premises. Landlords may also carry such other insurance as Landlords may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Landlords shall determine. Landlords may obtain liability and property insurance for the Building separately, or together with other buildings and improvements under blanket policies of insurance. In such case, Tenants shall be liable for only such portion of the premiums and deductibles for such blanket policies as are available to the Building, as determined by the insurer or Landlords.

B. Tenants' Insurance.

(1) Property Insurance. Tenants shall procure at Tenants' sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the Term, insurance on all personal property and fixtures of Tenants and all improvements made by or for Tenants to the Premises, insuring such property for the full replacement value of such property.

(2) Liability Insurance. Tenants shall procure at Tenants' sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the Term Commercial General Liability and "Assault and Battery" insurance applying to the Premises and the Building, and any part of either, and any areas adjacent thereto, and the business operated by Tenants, subtenants, or by any other person on the Premises. Such insurance shall include Broad Form Contractual Liability insurance coverage insuring all of Tenants' indemnity obligations under this Lease. Such insurance shall have a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000.00), and a general aggregate limit of at least One Million Dollars (\$1,000,000.00). All such policies shall be written to apply to all bodily injury, property damage or loss, personal injury and other loss, occurring during the policy period, shall be endorsed to add Landlords and any party holding an interest to which this Lease may be subordinated as an additional insured, and shall provide that such coverage shall be primary and that any insurance maintained by Landlords shall be excess insurance only. Such coverage shall also contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; and (d) providing for coverage of employer's automobile non-ownership liability. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insureds shall not reduce or avoid coverage to the other named insureds. Said coverage shall be written on an "occurrence" basis.

(3) General Insurance Requirements. All coverage described in this Paragraph 7.B. shall be endorsed to provide Landlords with thirty (30) days' notice of cancellation or change in terms. If at any time during the Term the amount or coverage of insurance which Tenants is required to carry under this Paragraph 7.B. is, in Landlords' reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or Tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises, Landlords shall have the right to require Tenants to reasonably increase the amount or change the types of insurance coverage required under this Paragraph 7.B. All insurance policies required to be carried under this Lease shall be written by companies acceptable to Landlords, rated A/VIII or better in "Best's Insurance Guide" and authorized to do business in California. Any deductible amounts under any insurance policies required hereunder shall be subject to Landlords' prior written approval. In any event deductible amounts shall not exceed One Thousand Dollars (\$1,000.00) without Landlords' prior written approval. Tenants shall deliver to Landlords on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expiring policies, certified copies of Tenants' insurance policies, or a certificate evidencing the same issued by the insurer thereunder, showing that all premiums have been paid for the full policy period. In any event, Tenants must provide a certificate or certificates or other proof acceptable to Landlords showing that Landlords is an additional insured on Tenants' liability policies, and that Tenants' insurance is primary to any insurance of Landlords, and Landlords' insurance, if any, shall be excess only. In the event Tenants shall fail to procure any insurance provided for herein, or to deliver policies or certificates, Landlords may, at Landlords' option and in addition to Landlords' other remedies in the event of a default by Tenants hereunder, procure the same for the account of Tenants, and the cost thereof shall be paid to Landlords as Additional Rent.

C. Indemnification. Landlords shall not be liable to Tenants for any injury, loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or for any damage or inconvenience which may arise through repair or alteration of any part of the Building or failure to make any such repair, except as expressly otherwise provided in Paragraph 10. Tenants shall, to the maximum degree permitted by law, indemnify, defend, protect and hold Landlords harmless from and against any and all liabilities, losses, costs, damages, injuries, expenses, claims, judgments and/or settlements, including reasonable attorneys' fees and court costs, arising out of or related to: (1) claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the Premises, or from activities of Tenants, Tenants' Parties or anyone in or about the Premises, wherever occurring; (2) claims for work or labor performed, or for materials or supplies furnished to or at the request of Tenants in connection with performance of any work done for the account of Tenants within the Premises or Building; and (3) claims arising from any breach or default on the part of Tenants in the performance of any covenant contained in this Lease. The sole exception to the foregoing indemnity shall be applicable to claims arising from the sole negligence or willful misconduct of Landlords. The provisions of this Paragraph shall survive the expiration or termination of this Lease. Tenants expressly waive any right to direct the conduct of the defense of any claim or matter for which Tenants are required to indemnify Landlords. Tenants shall pay all attorneys' fees and costs of Landlords for any indemnified matter as such fees and costs are

incurred.

9. Waiver of Subrogation. To the extent permitted by law and without affecting the coverage provided by insurance to be maintained hereunder, Landlords and Tenants each waive any right to recover against the other for: (a) damages for injury to or death of persons; (b) damages to property; (c) damages to the Premises or any part thereof; and (d) claims arising by reason of the foregoing due to hazards covered by insurance to the extent of proceeds recovered therefrom. This provision is intended to waive fully, and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by each party pursuant to this Lease shall include, without limitation, a waiver of subrogation by the carrier which conforms to the provisions of this Paragraph 9. Nothing in this Paragraph 9 shall limit or affect Landlords' rights of indemnity pursuant to Paragraph 7.C.

10. Landlords' Repairs and Services. Landlords shall perform on behalf of Tenants, as an item of Basic Operating Cost, the maintenance of the Building, and public and Common Areas of the Building (if any), including without limitation repair and/or replacement of the roof. Tenants shall reimburse Landlords for Tenants' Proportionate Share of all such costs in accordance with Paragraph 7. Any damage caused by or repairs necessitated by any act of Tenants, including any damage to the paved areas of the Building caused by vehicles exceeding the pavement specifications or excessive transit over paved areas, may be repaired by Landlords and at Tenants' expense. Tenants shall immediately give Landlords written notice of any defect or need of repairs after which Landlords shall have a reasonable opportunity to repair it. Landlords' liability with respect to any defects, repairs, or maintenance for which Landlords is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance.

11. Tenants' Repairs. Tenants shall at Tenants' expense maintain all parts of the Premises in a good, clean and secure condition and promptly make all necessary repairs and replacements, including without limitation all windows, glass, doors, walls and wall finishes, floor covering, pest extermination, the heating, ventilating and air conditioning systems, the landscaped areas, parking areas, driveways, fire sprinkler systems, sanitary and storm sewer lines, utility services, electric and telephone equipment, servicing the Building, exterior lighting, and anything which affects the operation and exterior appearance of the Building, which determination shall be at Landlords' sole discretion. Tenant shall at Tenant's expense maintain, doors, revelers, plumbing work and fixtures, downspouts, electrical and lighting systems, and fire sprinklers. Tenants shall at Tenants' expense also perform regular removal of trash and debris. Tenants shall, at Tenants' own expense, enter into a regularly scheduled preventive maintenance/ service contract with a maintenance contractor for servicing all hot water systems and equipment within or serving the Premises. Landlords must approve the maintenance contractor and the contract. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective and a copy thereof delivered to Landlords within thirty (30) days after the Term Commencement Date. Tenants shall not damage any demising wall or disturb the integrity and support provided by any demising wall and shall, at its sole expense, immediately repair any damage to any demising wall caused by Tenants or Tenants' Parties.

12. Alterations. Tenants shall not make, or allow to be made, any alterations or physical additions in, about or to the Premises without obtaining the prior written consent of Landlords, which consent shall not be unreasonably withheld with respect to proposed alterations and additions which: (a) comply with all applicable laws, ordinances, rules and regulations; (b) are in Landlords' opinion compatible with the Building and its mechanical, plumbing, electrical, heating/ventilation/air conditioning systems; and (c) will not interfere with the use and occupancy of any other portion of the Building by any other Tenants or its invitees. Specifically, but without limiting the generality of the foregoing, Landlords shall have the right of written consent for all plans and specifications for the proposed alterations or additions, construction means and methods, all appropriate permits and licenses, any contractor or subcontractor to be employed on the work of alteration or additions, and the time for performance of such work. Tenants shall also supply to Landlords any documents and information reasonably requested by Landlords in connection with Landlords' consideration of a request for approval hereunder. Tenants shall reimburse Landlords for all costs which Landlords may incur in connection with granting approval to Tenants for any such alterations and additions, including any costs or expenses which Landlords may incur in electing to have outside architects and engineers review said plans and specifications. All such alterations, physical additions or improvements shall remain the property of Tenants until termination of this Lease, at which time they shall be and become the property of Landlords; provided, however, that at the time Landlords consents to any such alteration or addition Landlords may, at Landlords' option, require that Tenants, at Tenants' expense, remove any or all alterations, additions, improvements and partitions made by Tenants and restore the Premises by the termination of this Lease, whether by lapse of time, or otherwise, to their condition existing prior to the construction of any such alterations, additions, partitions or leasehold improvements. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to cause any damage to the Premises or Building whatsoever. If Tenants fails to so remove such alterations, additions, improvements and partitions or Tenants' trade fixtures or furniture, Landlords may keep and use them or remove any of them and

cause them to be stored or sold in accordance with applicable law, at Tenants' sole expense. In addition to and wholly apart from Tenants' obligation to pay Tenants' Proportionate Share of Basic Operating Cost, Tenants shall be responsible for and shall pay prior to delinquency any taxes or governmental service fees, possessory interest taxes, fees or charges in lieu of any such taxes, capital levies, or other charges imposed upon, levied with respect to or assessed against Tenants' personal property, on the value of the alterations, additions or improvements within the Premises, and on Tenants' interest pursuant to this Lease, during or applicable to the period of the Term of this Lease. To the extent that any such taxes are not separately assessed or billed to Tenants, Tenants shall pay the amount thereof as invoiced to Tenants by Landlords.

Subject to approval by the County of Alameda, Tenants may set up outdoor seating in a mutually agreeable location at no additional rent or charges. Tenants must maintain the Outdoor Seating Area which shall include, without limitation, daily cleaning and pressure washing on a regular basis.

13. Signs. Pursuant to the terms contained in this paragraph, Tenants may install signs in, on and about the Premises to the maximum extent permitted by applicable law. Tenants shall have the right to install signage on any monument/pylon sign at no additional charge. Tenants shall bear all costs and fees associated with installation of a sign in, on and about the Premises. All signs, notices and graphics of every kind or character, visible in or from public view or corridors, the Common Areas or the exterior of the Premises, shall be subject to Landlords' prior written approval. Tenants shall not place or maintain any banners whatsoever or any window decor in or on any exterior window or window fronting upon any Common Areas or service area or upon any truck doors or man doors without Landlords' prior written approval. Any installation of signs or graphics on or about the Premises and Building shall be subject to any applicable governmental laws, ordinances, regulations and to any other requirements imposed by Landlords. Tenants shall remove all such signs and graphics prior to the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Premises, Building and any other improvements contained therein, and Tenants shall repair any injury or defacement, including without limitation, discoloration caused by such installation or removal.

14. Inspection/Posting Notices. After reasonable notice, except in emergencies where no such notice shall be required, Landlords, and Landlords' agents and representatives, shall have the right to enter the Premises to inspect the same, to clean, to perform such work as may be permitted or required hereunder, to make repairs or alterations to the Premises or Building or to other Tenants spaces therein, to deal with emergencies, to post such notices as may be permitted or required by law to prevent the perfection of liens against Landlords' interest in the Building or to exhibit the Premises to prospective Tenants, purchasers, encumbrancers or others, or for any other purpose as Landlords may deem necessary or desirable; provided, however, that Landlords shall use reasonable efforts not to unreasonably interfere with Tenants' business operations. Tenants shall not be entitled to any abatement of Rent by reason of the exercise of any such right of entry. At any time within six (6) months prior to the end of the Term, Landlords shall have the right to erect on the Premises and/or Building a suitable sign indicating that the Premises are available for lease. Tenants shall give written notice to Landlords at least thirty (30) days prior to vacating the Premises and shall meet with Landlords for a joint inspection of the Premises at the time of vacating. In the event of Tenants' failure to give such notice or participate in such joint inspection, Landlords' inspection at or after Tenants' vacating the Premises shall conclusively be deemed correct for purposes of determining Tenants' responsibility for repairs and restoration.

15. Utilities. Tenants shall pay directly for all water, gas, heat, air conditioning, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto, and maintenance charges for utilities and shall furnish all electric light bulbs, ballasts and tubes. If any such services are not separately metered to Tenants, Tenants shall pay a reasonable proportion, as determined by Landlords, of all charges jointly serving other premises. Landlords shall not be liable for any damages directly or indirectly resulting from nor shall the Rent or any monies owed Landlords under this Lease herein reserved be abated by reason of: (a) the installation, use or interruption of use of any equipment used in connection with the furnishing of any such utilities or services; (b) the failure to furnish or delay in furnishing any such utilities or services when such failure or delay is caused by acts of God or the elements, labor disturbances of any character, or any other accidents or other conditions beyond the reasonable control of Landlords; or (c) the limitation, curtailment, rationing or restriction on use of water, electricity, gas or any other form of energy or any other service or utility whatsoever serving the Premises or Building. Landlords shall be entitled to cooperate voluntarily and in a reasonable manner with the efforts of national, state or local governmental agencies or utility suppliers in reducing energy or other resource consumption. The obligation to make services available hereunder shall be subject to the limitations of any such voluntary, reasonable program.

16. Subordination. Without the necessity of any additional document being executed by Tenants for the purpose of effecting a subordination, the Lease shall be subject and subordinate at all times to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Premises and/or the land

upon which the Premises and Building are situated, or both; and (b) any mortgage or deed of trust which may now exist or be placed upon said Building, land, ground leases or underlying leases, or Landlords' interest or estate in any of said items which is specified as security. Notwithstanding the foregoing, Landlords shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases or any such liens to this Lease. In the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenants shall, notwithstanding any subordination, attorn to and become the Tenants of the successor in interest to Landlords at the option of such successor in interest. Within ten (10) days after request by Landlords, Tenants shall execute and deliver any additional documents evidencing Tenants' attornment or the subordination of this Lease with respect to any existing or future ground leases or underlying leases or any such mortgage or deed of trust, in the form requested by Landlords or by any ground Landlords, mortgagee, or beneficiary under a deed of trust.

17. Financial Statements. At the request of Landlords, Tenants shall provide to Landlords Tenants' current financial statement or other information discussing financial worth of Tenants, which Landlords shall use solely for purposes of this Lease and in connection with the ownership, management and disposition of the Building.

18. Estoppel Certificate. Tenants agree from time to time, within ten (10) days after request of Landlords, to deliver to Landlords, or Landlords' designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which Rent has been paid, the unexpired portion of this Lease, and such other matters pertaining to this Lease as may be reasonably requested by Landlords. Failure by Tenants to execute and deliver such certificate shall constitute an acceptance of the Premises and acknowledgment by Tenants that the statements included are true and correct without exception. Landlords and Tenants intend that any statement delivered pursuant to this Paragraph may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Building or any interest therein. The parties agree that Tenants' obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlords' execution of the Lease, and shall be an event of default if Tenants fails to fully comply.

19. Security Deposit. Tenants agree to deposit with Landlords upon execution of this Lease, a Security Deposit in the amount specified in the Basic Lease Information, which sum shall be held by Landlords, without obligation for interest, as security for the full and timely performance of Tenants' covenants and obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of damages incurred by Landlords in case of Tenants' default. Upon the occurrence of any event of default by Tenants, Landlords may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of Rent or other payments due to Landlords hereunder, and any other damage, injury, expense or liability caused by such event of default, and Tenants shall pay to Landlords, on demand, the amount so applied in order to restore the Security Deposit to its original amount. Although the Security Deposit shall be deemed the property of Landlords, any remaining balance of such deposit shall be returned by Landlords to Tenants at such time after termination of this Lease that all of Tenants' obligations under this Lease have been fulfilled. Landlords may use and commingle the Security Deposit with other funds of Landlords. Tenants waive the provisions of California Civil Code Section 1950.7 and any other present or future law, statute or ordinance regarding security deposits held under commercial leases, and agrees that the provisions of this Paragraph 19 shall solely govern the rights and obligations of Landlords and Tenants regarding the Security Deposit.

20. Tenants' Remedies. The liability of Landlords to Tenants for any default by Landlords under the terms of this Lease are not personal obligations of the individual or other partners, directors, officers and shareholders of Landlords, and Tenants agrees to look solely to Landlords' interest in the Building for the recovery of any amount from Landlords, and shall not look to other assets of Landlords nor seek recourse against the assets of the individual or other partners, directors, officers and shareholders of Landlords. Any lien obtained to enforce any such judgment and any levy of execution thereon shall be subject and subordinate to any lien, mortgage or deed of trust on the Building.

21. Assignment and Subletting.

A. General. Tenants shall not assign this Lease or sublet the Premises or any part thereof without Landlords' prior written approval except as provided herein. If Tenants desires to assign this Lease or sublet any or all of the Premises, Tenants shall give Landlords written notice thirty (30) days prior to the anticipated effective date of the assignment or sublease. Landlords shall then have a period of thirty (30) days following receipt of such notice to notify Tenants in writing that Landlords elects either: (1) to terminate this Lease as to the space so affected as of the date so requested by Tenants, (2) to permit Tenants to assign this Lease or sublet such space to the proposed assignee or subtenants, or (3) to withhold or deny consent to the proposed assignment or sublet on any of the basis set forth in this Paragraph 21 or any other reasonable basis; provided,

however, that if Landlords elect to terminate this Lease as provided in sub-item (1) above, then Tenants shall have the right to withdraw Tenants' written notice of the proposed assignment or subletting by written notice given to Landlords within five (5) days after receipt by Tenants of Landlords' notice election to terminate. If Landlords do not exercise the option to terminate this Lease as provided in subitem (1) above, Landlords' consent to a proposed assignment or sublet shall not be unreasonably withheld. Without limiting the other instances in which it may be reasonable for Landlords to withhold Landlords' consent to an assignment or subletting, Landlords and Tenants acknowledge that it shall be reasonable for Landlords to withhold Landlords' consent in the following instances: (i) the use of the Premises by such proposed assignee or subtenants would not be a permitted use or would increase the Parking Density of the Building; (ii) the proposed assignee or subtenants is not of sound financial condition; (iii) the proposed assignee or subtenants is a governmental agency; (iv) the proposed assignee or subtenant does not have a good reputation as a Tenants of property; (v) the proposed assignee or subtenant is a person with whom Landlords are negotiating to lease space in the Building; (vi) the assignment or subletting would entail any alterations which would lessen the value of the leasehold improvements in the Premises; (vii) if Tenants are in default of any obligation of Tenants under this Lease, or (viii) Tenants have defaulted under this Lease on three (3) or more occasions during any twelve (12) months preceding the date that Tenants shall request consent. Failure by Landlords to approve a proposed assignee or subtenants shall not cause a termination of this Lease or grounds for any claim by Tenants against Landlords. The consent of Landlords to any assignment or subletting shall be in the form and substance required by Landlords and may require execution by Tenants and the assignee or sublessee. Upon a termination under this Paragraph 21.A., Landlords may lease the Premises to any party, including parties with whom Tenants have negotiated an assignment or sublease, without incurring any liability to Tenants. No assignee or sublessee shall have a right further to assign or sublet, except with the consent of Landlords as required in this Paragraph 21.

B. Transferee Information Required. If Tenants desire to assign its interest in this Lease or sublet the Premises, or transfer any interest of Tenants therein, or permit the use of the Premises by another party (hereinafter collectively referred to as a "Transfer"), Tenants shall give Landlords at least thirty (30) days prior written notice of the proposed Transfer and of the terms of such proposed Transfer, including, without limitation, the name and legal composition of the proposed transferee, a financial statement of the proposed transferee, the nature of the proposed transferee's business to be carried on in the Premises (including a list of the type and quantities of all Hazardous Materials to be used by the transferee on the Premises), the payment to be made or other consideration to be given to Tenants on account of the Transfer, and such other pertinent information as may be reasonably requested by Landlords, all in sufficient detail to enable Landlords to evaluate the proposed Transfer and the prospective transferee. For purposes of the Lease, any sale or transfer of capital stock, including redemption or issuance of additional stock of any class, will not be deemed an assignment, subletting or transfer of the Lease.

C. Bonus Rent. All Rent or other consideration realized by Tenants under any such sublease or assignment in excess of the Rent payable hereunder, after amortization of a reasonable brokerage commission, shall be paid to Landlords. In any subletting or assignment undertaken by Tenants, Tenants shall diligently seek to obtain the maximum rental amount available in the marketplace for such subletting or assignment.

D. Corporation. If Tenants are a corporation, a transfer of corporate shares by sale, assignment, bequest, inheritance, operation of law or other disposition (including such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency or other proceedings), so as to result in a change in the present control of such corporation or any of its parent corporations by the person or persons owning a majority of said corporate shares, shall constitute an assignment for purposes of this Lease..

E. Partnership. If Tenants are a partnership, joint venture or other business form, a transfer of the interest of persons, firms or entities responsible for managerial control of Tenants by sale, assignment, bequest, inheritance, operation of law or other disposition, so as to result in a change in the present control of said entity and/or a change in the identity of the persons responsible for the general credit obligations of said entity shall constitute an assignment for all purposes of this Lease.

F. Liability. No assignment or subletting by Tenants shall relieve Tenants of any obligation under this Lease. Any assignment or subletting which conflicts with the provisions hereof shall be void.

22. Authority of Parties. Landlords represent and warrant that it has full right and authority to enter into this Lease and to perform all of Landlords' obligations hereunder. Tenants represent and warrant that it has full right and authority to enter into this Lease and to perform all of Tenants' obligations hereunder.

23. Condemnation.

A. Condemnation Resulting in Termination. If the whole or any substantial part of the Building of which the Premises are a part should be taken or condemned for any public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the Permitted Use of the Premises, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises shall have occurred.

B. Condemnation Not Resulting in Termination. If a portion of the Building of which the Premises are a part should be taken or condemned for any public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in Paragraph 23.A. above, this Lease shall not terminate, but the Rent payable hereunder during the unexpired portion of the Lease shall be reduced, beginning on the date when the physical taking shall have occurred, in the proportion that the square foot area of that portion of the Premises so taken bears to the original square footage of the Premises.

C. Award. Landlords shall be entitled to any and all payment, income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such taking or conveyance and Tenants shall have no claim against Landlords or otherwise for the value of any unexpired portion of this Lease. Notwithstanding the foregoing, any compensation specifically awarded Tenants for loss of business, Tenants' personal property, moving costs or loss of goodwill, shall be and remain the property of Tenants.

24. Casualty Damage.

A. General. If the Premises or Building should be damaged or destroyed by fire, tornado or other casualty, Tenants shall give prompt written notice thereof to Landlords. Within sixty (60) days after Landlords' receipt of such notice, Landlords shall notify Tenants whether in Landlords' opinion such repairs can reasonably be made: (1) within ninety (90) days; (2) in more than ninety (90) days but in less than one hundred eighty (180) days; or (3) in more than one hundred eighty (180) days. Landlords' determination shall be binding on Tenants.

B. Less Than 90 Days. If the Premises or Building should be damaged by fire, tornado or other casualty but only to such extent that rebuilding or repairs can in Landlords' reasonable estimation be completed within ninety (90) days, this Lease shall not terminate, and provided that insurance proceeds are available to fully repair the damage, Landlords shall proceed to rebuild and repair the Premises to substantially the condition in which they existed prior to such damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenable in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

C. Greater Than 90 Days But Less Than 180 Days. If the Premises or Building should be damaged by fire, tornado or other casualty but only to such extent that rebuilding or repairs can in Landlords' reasonable estimation be completed in more than ninety (90) days but in less than one hundred eighty (180) days, then Landlords shall have the option of either: (1) terminating the Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of the Lease; or (2) electing to rebuild or repair the Premises to substantially the condition in which they existed prior to such damage, provided that insurance proceeds are available, to fully repair the damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Landlords shall give Tenants written notice of Landlords' election of within sixty (60) days after receipt of Tenants' written notice of the damage. If Landlords elects to rebuild or repair, then Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenable in whole or in part following such damage, the Rent payable under this Lease during the period in which the Premises are untenable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period

shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

D. Greater Than 180 Days. If the Premises or Building should be so damaged by fire, tornado or other casualty that rebuilding or repairs cannot in Landlords' estimation be completed within one hundred eighty (180) days, then Landlords shall have the option of either: (1) terminating the Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of the Lease; or (2) electing to rebuild or repair the Premises to substantially the condition in which they existed prior to such damage, provided that insurance proceeds are available, to fully repair the damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Landlords shall give Tenants written notice of Landlords' election of within sixty (60) days after receipt of Tenants' written notice of the damage. If Landlords elects to rebuild or repair, then Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenable in whole or in part following such damage, the Rent payable under this Lease during the period in which the Premises are untenable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

E. Tenants' Fault. If the Premises or any other portion of the Building are damaged by fire or other casualty resulting from the fault, negligence, or breach of this Lease by Tenants or any of Tenants' Parties, Base Rent and Additional Rent shall not be diminished during the repair of such damage, Tenants shall be liable to Landlords for the cost and expense of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by insurance proceeds and Tenants shall have no right to terminate this Lease pursuant to this Paragraph 24.

F. Uninsured Casualty. Notwithstanding anything herein to the contrary, in the event that the Premises or Building are damaged or destroyed and are not fully covered by the insurance proceeds received by Landlords or in the event that the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then in either case Landlords shall have the right to terminate this Lease by delivering written notice of termination to Tenants within thirty (30) days after the date of notice to Landlords that said damage or destruction is not fully covered by insurance or such requirement is made by any such holder, as the case may be, whereupon all rights and obligations hereunder shall cease and terminate.

G. Waiver. Tenants waives the provisions of Sections 1932(a), 1933(4), 1941 and 1942 of the Civil Code of California and of any other present or future law, statute or ordinance relating to the rights of a Tenant to terminate a commercial lease in the event the leased premises are damaged or destroyed, and agrees that in the event of damage or destruction of the Premises the rights and obligations of Tenants shall be solely governed by this Paragraph 24.

25. Holding Over. If Tenants shall retain possession of the Premises or any portion thereof without Landlords' consent following the expiration of the Lease or sooner termination for any reason, then Tenants shall pay to Landlords for each day of such retention one hundred fifty percent (150%) the amount of the daily rental as of the last month prior to the date of expiration or termination. Tenants also shall indemnify, defend, protect and hold Landlords harmless from any loss, liability, cost and expense, including, to the maximum degree permissible by law, reasonable attorneys' fees, demands, causes of action, claims, judgments and/or settlements directly or indirectly resulting from delay by Tenants in surrendering the Premises, including, without limitation, any claims made by any succeeding Tenants founded on such delay. Acceptance of Rent by Landlords following expiration or termination shall not constitute a renewal of this Lease, and nothing contained in this Paragraph 25 shall waive Landlords' right of reentry or any other right. Unless Landlords consents in writing to Tenants' holding over, Tenants shall be only a Tenant at sufferance, whether or not Landlords accepts any Rent from Tenants while Tenants is holding over without Landlords' written consent. Additionally, in the event that upon termination of the Lease, Tenants has not fulfilled its obligation with respect to repairs and cleanup of the Premises or any other Tenants obligations as set forth in this Lease, then Landlords shall have the right to perform any such obligations as it deems necessary at Tenants' sole cost and expense, and any time required by Landlords to complete such obligations shall be considered a period of holding over and the terms of this Paragraph 25 shall apply.

26. Default.

A. Events of Default. The occurrence of any of the following shall constitute an event of default on the part of Tenants:

(1) Abandonment. Abandonment of the Premises for a continuous period in excess of ten (10) days. Tenants waives any right to notice Tenants may have under Section 1951.3 of the Civil Code of the State of California, the terms of this Paragraph 26.A. being deemed such notice to Tenants as required by said Section 1951.3.

(2) Nonpayment of Rent. Failure to pay any installment of Rent or any other amount due and payable hereunder upon the date when said payment is due.

(3) Other Obligations. Failure to perform any obligation, agreement or covenant under this Lease other than those matters specified in subparagraphs (1) and (2) of this Paragraph 26.A., such failure continuing for fifteen (15) days after written notice of such failure.

(4) General Assignment. A general assignment for the benefit of creditors by Tenants.

(5) Bankruptcy. The filing of any voluntary petition in bankruptcy by Tenants, or the filing of an involuntary petition against Tenants by the creditors of Tenants, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenants has the right to affirm this Lease and continue to perform the obligations of Tenants hereunder, such trustee or Tenants shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenants hereunder outstanding as of the date of the affirmance of this Lease and provide to Landlords such adequate assurances as may be necessary to ensure Landlords of the continued performance of Tenants' obligations under this Lease.

(6) Receivership. The employment of a receiver to take possession of substantially all of the assets of Tenants or the Premises if such appointment remains undismissed or undischarged for a period of ten (10) days after the order therefor.

(7) Attachment. The attachment, execution or other judicial seizure of all or substantially all of the assets of Tenants or the Premises if such attachment or other seizure remains undismissed or undischarged for a period of ten (10) days after the levy thereof.

B. Remedies Upon Default.

(1) Termination. In the event of the occurrence of any event of default, Landlords shall have the right to give a written termination notice to Tenants, and on the date specified in such notice, Tenants' right to possession shall terminate, and this Lease shall terminate unless on or before such date all arrears of rental and all other sums payable by Tenants under this Lease and all costs and expenses incurred by or on behalf of Landlords hereunder shall have been paid by Tenants and all other events of default of this Lease by Tenants at the time existing shall have been fully remedied to the satisfaction of Landlords. At any time after such termination, Landlords may recover possession of the Premises or any part thereof and expel and remove therefrom Tenants and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlords may have under this Lease, or at law or equity by reason of Tenants' default or of such termination. Without limiting the rights and remedies of Landlords in the event of a default by Tenants, Landlords may exercise all rights and remedies of a Landlords under Section 1951.2 of the Civil Code of the State of California (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations) or any successor code section.

(2) Continuation After Default. Even though an event of default may have occurred, this Lease shall continue in effect for so long as Landlords does not terminate Tenants' right to possession under Paragraph 26.B.(1) hereof, and Landlords may enforce all of Landlords' rights and remedies under this Lease, including without limitation, the right to recover Rent as it becomes due. Acts of maintenance, preservation or efforts to lease the Premises or the appointment of a receiver upon application of Landlords to protect Landlords' interest under this Lease shall not constitute an election to terminate Tenants' right to possession. Without limiting the rights and remedies of Landlords in the event of a default by Tenants, Landlords, without terminating this Lease, may exercise all of the rights and remedies of a Landlords under Section 1951.4 of

the Civil Code of the State of California or any successor code section. Landlords may re-enter the Premises by summary proceedings or otherwise, remove all persons and property from the Premises without liability to any person for damage sustained by reason of such removal, and relet the Premises at such rental and upon such terms and conditions as Landlords in its sole discretion may deem advisable. Landlords may store any property of Tenants in a public warehouse or elsewhere, at Tenants' expense, or otherwise dispose of such property in any manner provided by law. In the event Landlords re-enters the Premises, Tenants shall remain liable for the Rent and all other sums payable under this Lease, plus the reasonable cost of obtaining possession of and reletting the Premises, including, without limitation, any repairs and alterations necessary to prepare the Premises for reletting and brokerage commissions, less the rents actually received from such reletting. To the fullest extent permitted by law, all rent and other consideration received by Landlords upon any reletting shall be applied: first, to the costs of reletting; second, to the payment of any accrued, unpaid Additional Rent; third, to the payment of accrued, unpaid Base Rent; and fourth, the residue, if any, shall be held by Landlords and applied to the payment of other obligations of Tenants to Landlords as the same become due, with any remaining residue, if any, to be retained by Landlords. Any and all deficiencies so payable by Tenants shall be paid monthly on the date provided in this Lease for the payment of Base Rent. No such re-entry or taking of possession of the Premises by Landlords shall constitute an election on the part of Landlords to terminate this Lease unless specific written notice of such termination is given to Tenants.

C. Damages After Default. Should Landlords terminate this Lease pursuant to the provisions of Paragraph 26.B.(l) hereof, Landlords shall have the rights and remedies of a Landlords provided by Section 1951.2 of the Civil Code of the State of California, or successor code sections. Upon such termination, in addition to any other rights and remedies to which Landlords may be entitled under applicable law, Landlords shall be entitled to recover from Tenants: (1) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination, (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenants proves could have been reasonably avoided. (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenants proves could be reasonably avoided; and (4) any other amount necessary to compensate Landlords for all the detriment proximately caused by Tenants' failure to perform Tenants' obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in items (1) and (2), above shall be computed at the lesser of the "prime rate," as announced from time to time by Wells Fargo Bank, N.A. (San Francisco), plus five (5) percentage points, or the maximum interest rate allowed by law ("Applicable Interest Rate"). The "worth at the time of award" of the amount referred to in item (3) above shall be computed by discounting such amount at the Federal Discount Rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

D. Late Charge. If any installment of Rent is not received by Landlords within five (5) days after the date when due, such amount shall bear interest at the Applicable Interest Rate from the date on which said payment shall be due until the date on which Landlords shall receive said payment. In addition, Tenants shall pay Landlords a late charge equal to five percent (5%) of the delinquent amount, to compensate Landlords for the loss of the use of the amount not paid and the administrative costs caused by the delinquency, the parties agreeing that Landlords' damage by virtue of such delinquencies would be difficult to compute and the amount stated herein represents a reasonable estimate thereof. This provision shall not relieve Tenants of Tenants' obligation to pay Rent at the time and in the manner herein specified.

E. Remedies Cumulative. Landlords shall have all rights and remedies available at law or in equity to redress any event of default by Tenants. All rights, remedies, privileges and elections by Landlords are cumulative and not alternative to the extent permitted by law.

27. Liens. Tenants shall keep the Premises free from liens arising out of or related to work performed, materials or supplies furnished or obligations incurred by Tenants or in connection with work made, suffered or done by or on behalf of Tenants in or on the Premises or Building. In the event that Tenants shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlords shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as Landlords shall deem proper, including payment of the claim giving rise to such lien. All sums paid by Landlords on behalf of Tenants and all expenses incurred by Landlords in connection therefor shall be payable to Landlords by Tenants on demand with interest at the Applicable Interest Rate. Landlords shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlords shall deem proper, for the protection of Landlords, the Premises, the Building and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenants shall give Landlords not less than ten (10) business days prior written notice of the commencement of any work in the Premises or Building which could lawfully give rise to a claim for mechanics' or materialmen's liens.

28. Substitution. At any time after execution of this Lease, Landlords may substitute for the Premises other premises in the Building (the "New Premises") upon not less than sixty (60) days prior written notice, in which event the New Premises shall be deemed to be the Premises for all purposes hereunder; provided however, that:

A. The New Premises shall be substantially the same in size and quality as the Premises, and shall be placed in that condition by Landlords at the cost of Landlords;

B. The New Premises shall be appropriate for the Permitted Use specified in the Basic Lease Information;

C. If Tenants are occupying the Premises at the time of such substitution, Landlords shall pay the expense of physically moving Tenants, Tenants' property and equipment to the New Premises and shall, at Landlords' sole cost, improve the New Premises with improvements substantially similar to those Landlords has committed to provide or has provided in the Premises;

D. If the New Premises are smaller than the Premises as they existed before the relocation, then Base Rent and Lessee's Percentage Share shall be adjusted based upon the square footage of the new premises. No change in Base Rent or Lessee's Percentage Share shall be made if the New Premises are larger than the Premises as they existed before the relocation; and

E. The parties shall promptly execute an amendment to this Lease identifying the New Premises and reflecting any change in Base Rent and Lessee's Percentage Share.

29. Transfers by Landlords. In the event of a sale or conveyance by Landlords of the Building or a foreclosure by any creditor of Landlords, the same shall operate to release Landlords from any liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenants, to the extent required to be performed after the passing of title to Landlords' successor-in-interest. In such event, Tenants agrees to look solely to the responsibility of the successor-in-interest of Landlords under this Lease with respect to the performance of the covenants and duties of "Landlords" to be performed after the passing of title to Landlords' successor-in-interest. This Lease shall not be affected by any such sale and Tenants agree to attorn to the purchaser or assignee. Landlords' successor(s)-in-interest shall not have liability to Tenants with respect to the failure to perform all of the obligations of "Landlords", to the extent required to be performed prior to the date such successor(s)-in-interest became the owner of the Building.

30. Right of Landlords to Perform Tenants' Covenants. All covenants and agreements to be performed by Tenants under any of the terms of this Lease shall be performed by Tenants at Tenants' sole cost and expense and without any abatement of Rent. If Tenants shall fail to pay any sum of money, other than Base Rent and Basic Operating Cost, required to be paid by Tenants hereunder or shall fail to perform any other act on Tenants' part to be performed hereunder, and such failure shall continue for five (5) days after written notice thereof by Landlords, Landlords may, but shall not be obligated to do so, and without waiving or releasing Tenants from any obligations of Tenants, make any such payment or perform any such act on Tenants' part to be made or performed. All sums, so paid by Landlords and all necessary incidental costs together with interest thereon at the Applicable Interest Rate from the date of such payment by Landlords shall be payable to Landlords on demand, and Tenants covenants to pay such sums, and Landlords shall have, in addition to any other right or remedy of Landlords, the same right and remedies in the event of the non-payment thereof by Tenants as in the case of default by Tenants in the payment of Base Rent and Basic Operating Cost.

31. Waiver. If either Landlords or Tenants waive the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of Rent by Landlords shall not constitute a waiver of any preceding breach by Tenants of any term, covenant or condition of this Lease, regardless of Landlords' knowledge of such preceding breach at the time Landlords accepted such Rent. Failure by Landlords to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or to decrease the right of Landlords to insist thereafter upon strict performance by Tenants. Waiver by Landlords of any term, covenant or condition contained in this Lease may only be made by a written document signed by Landlords.

32. Notices. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements with reference to sending, mailing or delivery of any notice or the making of any payment by Landlords or Tenants to the other shall be deemed to be complied with when and if the following

steps are taken:

A. Rent. All Rent and other payments required to be made by Tenants to Landlords hereunder shall be payable to Landlords at the address set forth in the Basic Lease Information, or at such other address as Landlords may specify from time to time by written notice delivered in accordance herewith. Tenants' obligation to pay Rent and any other amounts to Landlords under the terms of this Lease shall not be deemed satisfied until such Rent and other amounts have been actually received by Landlords.

B. Other. All notices, demands, consents and approvals which may or are required to be given by either party to the other hereunder shall be in writing and either personally delivered, sent by commercial overnight courier, or mailed, certified or registered, postage prepaid, and addressed to the party to be notified at the address for such party as specified in the Basic Lease Information or to such other place as the party to be notified may from time to time designate by at least fifteen (15) days notice to the notifying party. Notices shall be deemed served upon receipt or refusal to accept delivery. Tenants appoints as its agent to receive the service of all default notices and notice of commencement of unlawful detainer proceedings the person in charge of or apparently in charge of occupying the Premises at the time, and, if there is no such person, then such service may be made by attaching the same on the main entrance of the Premises. Notices given to Tenants after the Term Commencement Date shall be given to Tenants at the address of the Premises.

33. Attorneys' Fees. In the event that Landlords places the enforcement of this Lease, or any part thereof, or the collection of any Rent due, or to become due hereunder, or recovery of possession of the Premises in the hands of an attorney, Tenants shall pay to Landlords, upon demand, Landlords' reasonable attorneys' fees and court costs. In any action which Landlords or Tenants brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party including reasonable attorneys' fees, to be fixed by the court, and said costs and attorneys' fees shall be a part of the judgment in said action.

34. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of Landlords, its successors and assigns, and shall be binding upon and inure to the benefit of Tenants, its successors, and to the extent assignment is approved by Landlords hereunder, Tenants' assigns.

35. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlords, Landlords shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Landlords.

36. No Brokerage Commission. Landlords and Tenants each acknowledge that there is no broker representing either of them in this matter.

37. Waiver of Jury Trial. Landlords and Tenants each acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights to trial by jury, and each party does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Lease, Tenants' use of occupancy of the Premises and/or any claim of injury or damage.

38. Surrender. Tenants agrees that on the last day of the Term, or on the sooner termination of this Lease, Tenants shall surrender the Premises to Landlords (a) in good condition and repair (damage by acts of God, fire, normal wear and tear and performance of Landlords' obligations under this Lease excepted), but with all interior walls repaired and touch painted, all floors cleaned, all non-working light bulbs and ballasts replaced and all rollup doors, docks, dock levelers and plumbing fixtures in good condition and working order, (b) "broom clean", free of trash, debris and the personal property of Tenants, and (c) free of all Hazardous Materials used, generated, stored or disposed of on or about the Premises or the Building by Tenants or Tenants' Parties. Normal wear and tear shall not include any damage or deterioration to the floors of the Premises arising from the use of forklifts in, on or about the Premises, and any damage or deterioration that would have been prevented by proper maintenance by Tenants, or Tenants otherwise performing all of its obligations under this Lease. On or before the expiration or sooner termination of this Lease Tenants shall remove, at Tenants' expense, (i) all of Tenants' furniture, movable fixtures, equipment inventory and other personal property and Tenants' signage from the Premises and the Building and repair any damage caused by such removal, (ii) all alterations, additions and improvements made to the Premises by Tenants to which Landlords consented and required their removal pursuant to Paragraph 12 and repair all damage to the Premises caused by such removal, and (iii) all alterations, additions and improvements made to the Premises by Tenants without Landlords' consent pursuant to Paragraph 12 and repair all damage to the Premises caused by such removal. Any of Tenants' furniture, movable

fixtures, equipment, inventory and other personal property not so removed by Tenants as required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlords at Tenants' expense, and Tenants waives all claims against Landlords for any damages resulting from Landlords' retention and disposition of such property; provided, however, that Tenants shall remain liable to Landlords for all costs incurred in storing and disposing of such abandoned property of Tenants. All alterations, additions and improvements made to the Premises by Tenants except those that Landlords require Tenants to remove shall remain in the Premises as the property of Landlords. Notwithstanding the foregoing to the contrary, if this Lease is terminated before the scheduled end of the Term for any reason other than a breach or default by Tenants under this Lease, then Landlords shall provide Tenants with written notice requiring Tenants, at Tenants' expense, to remove any or all alterations, additions and improvements made to the Premises by Tenants and to repair any damage caused by such removal, such written notice to be given to Tenants by Landlords within thirty (30) days after the date of such termination.

39. Miscellaneous.

- A. General. The term "Tenants" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their respective successors, executors, administrators and permitted assigns, according to the context hereof.
- B. Time. Time is of the essence regarding this Lease and all of its provisions.
- C. Choice of Law. This Lease shall in all respects be governed by the laws of the State of California.
- D. Entire Agreement. This Lease, together with its Exhibits, contains all the agreements of the parties hereto and supersedes any previous negotiations. There have been no representations made by the Landlords or understandings made between the parties other than those set forth in this Lease and its Exhibits.
- E. Modification. This Lease may not be modified except by a written instrument by the parties hereto.
- F. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.
- G. Recordation. Tenants shall not record this Lease or a short form memorandum hereof.
- H. Examination of Lease. Submission of this Lease to Tenants does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlords and Tenants.
- I. Accord and Satisfaction. No payment by Tenants of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction of full payment of Rent, and Landlords may accept such payment without prejudice to Landlords' right to recover the balance of such Rent or to pursue other remedies.
- J. Easements. Landlords may grant easements on the Building and dedicate for public use portions of the Building without Tenants' consent; provided that no such grant or dedication shall substantially interfere with Tenants' use of the Premises. Upon Landlords' demand, Tenants shall execute, acknowledge and deliver to Landlords documents, instruments, maps and plats necessary to effectuate Tenants' covenants hereunder.
- K. Drafting and Determination Presumption. The parties acknowledge that this Lease has been agreed to by both the parties, that both Landlords and Tenants have consulted with attorneys with respect to the terms of this Lease and that no presumption shall be created against Landlords because Landlords drafted this Lease. Except as otherwise specifically set forth in this Lease, with respect to any consent, determination or estimation of Landlords required in this Lease or requested of Landlords, Landlords' consent, determination or estimation shall be made in Landlords' good faith opinion, whether objectively reasonable or unreasonable.
- L. Attachments. Basic Lease Information and any Exhibit(s) are hereby incorporated

herein by this reference.

M. No Light, Air or View Easement. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to or in the vicinity of the Building shall in no way affect this Lease or impose any liability on Landlords.

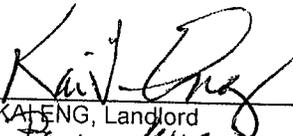
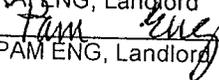
N. No Third Party Benefit. This Lease is a contract between Landlords and Tenants and nothing herein is intended to create any third party benefit.

O. Representations by Tenants. Tenants represent and warrant to Landlords that each individual executing this Lease on behalf of Tenants are authorized to do so on behalf of Tenants and that Tenants are not, and the entities or individuals constituting Tenants or which may own or control Tenants or which may be owned or controlled by Tenants are not (i) in violation of any laws relating to terrorism or money laundering, and/or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tlisdn.pdf> or any replacement website or other replacement official publication of such list.

P. Confidentiality. Landlords and Tenants will maintain all information in confidence and will not disclose such information to any other party without written consent. Confidential Information may be released to the parties' attorneys, employees, partners, consultants and lenders who have a reasonable need for such confidential information, provided that such individuals/entities agree to maintain the confidential nature of the information.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORDS

By: 
KATI ENG, Landlord
By: 
PAM ENG, Landlord

TENANTS

By: 
Print Name Hee Rosenthal, Tenant
Name _____
Title _____

By: 
Print Name Muncha Mitchell, Tenant
Name _____
Title _____

By: _____
Print Name _____, Tenant
Name _____
Title _____

LEASE AGREEMENT

By and Between

**KAI ENG
And Paula Eng**

As Landlords

And

Tenant Name:

Dinah (Khan) Oubkeo and Christina Oasio
And _____ Entity to be determined

As Tenants

Dated: Month October 1, 2018 Start Date

BASIC LEASE INFORMATION

LEASE DATE:	October 1, 2018	
TENANTS:		
TENANTSS' ADDRESS:	<u>Before Term Commencement Date:</u> <u>From and After Term Commencement Date:</u> 807 Washington Street Oakland California 94607	
LANDLORDSS:	KAI ENG and PAULA ENG	
LANDLORDS'S ADDRESS:		
BUILDING IN WHICH THE PREMISES ARE LOCATED:	807 Washington Street, Oakland, California 94607	
PREMISES:	807 Washington Street, Oakland, California 94607, said premises to be used as a Hair Salon/DaySpa.	
PERMITTED USE:	Lessee shall be. Use as and occupy the premisesas Hair Salon/DaySpa must be operated according to the terms contained in this Lease, including, without limitation, Tenants shall be responsible for all ADA compliance, etc.	
ESTIMATED TERM COMMENCEMENT DATE:	October 1, 2018	
INITIAL TERM:	60months with an option to renew of Sixty (60) months	
ESTIMATED INITIAL TERM EXPIRATION DATE:	July 31, 2019 expires	
TERM	10 months with an option to renew of Sixty (60) months at market rate	
RENT:		
Base Rent:		
Initial Term 10 months and an option of renew of 60 months	Monthly Base Rent	Annual Base Rent
October 1, 2018 through July31 2019 (10 months)	\$2,300.00	\$ 23,000.00
TERM:	One (10) month term and an option to renew for (60) month term	
SECURITY DEPOSIT:	\$2,300.00 deposit (\$2,300.00 last month rent and \$2,300.00 cleaning deposit)=total \$6900 when lease signed	
TENANTS PERMITTED PARKING:	NO	

TENANTS'S PROPORTIONATE SHARE:	None
GUARANTOR(S):	None

The foregoing Basic Lease Information is incorporated into and made a part of this Lease. Each reference in this Lease to any of the Basic Lease Information shall mean the respective information above and shall be construed to incorporate all of the terms provided under the particular Lease paragraph pertaining to such information. In the event of any conflict between the Basic Lease Information and the Lease, the latter shall control.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into by and between the Landlords ("Landlords") and the Tenants ("Tenants") identified in the Basic Lease Information and is effective as of the Lease Date (the "Lease Date") set out in the Basic Lease Information.

1. **Demise.** Subject to Landlords' review and approval of Tenants' financial status, Landlords lease to Tenants and Tenants lease from Landlords, upon the terms and conditions hereinafter set forth, those premises (the "Premises") outlined in Exhibit A and described in the Basic Lease Information. The Premises may be all or part of the building (the "Building").

2. **Term Commencement Date.** The commencement date of the Term ("Term Commencement Date") shall be the date on which Tenants takes possession of some or all of the Premises for the conduct of business, except for early access as permitted in this Lease. Notwithstanding any provision of this Lease to the contrary, if Landlords do not tender possession of the Premises to Tenants on or before the Term Commencement Date for any reason whatsoever, Landlords shall not be liable for any damages and this Lease shall not be void or voidable, but Tenants shall not be liable for payment of any Rent until such time as Landlords tender possession of the Premises to Tenants. Any such delay in the tender of possession of the Premises shall not affect any of the other obligations of Tenants under this Lease, but shall extend the Initial Term Expiration Date for the same period of time. Should Landlords not be able to recapture the Premises from the existing occupant/Tenants, Landlords shall have the right to terminate the Lease. Tenants require estimated date of possession to determine estimated waiting period. Landlords shall give Tenants ninety

(90) days notice of Delivery. Tenants shall, however, not proceed with any of Tenants' work, as stated in this Lease, until Landlords provides Tenants a definite Term Commencement Date. Tenants' entry upon the Premises (whether before or after the Term Commencement Date) shall constitute Tenants' agreement that the Premises are in good order and condition.

Tenants shall accept the Premises on the Term Commencement Date in its then existing condition, broom clean and otherwise "AS-IS." Tenants acknowledge and agree that Landlords have made no representation or warranty as to the condition of the Premises or the suitability of the Premises for any use or purpose, except as expressly set forth in this Lease. The Premises will also be delivered with the following:

- At the time of signing of this Lease, Tenants agree to pay \$ 6,900.00 deposit.
- All equipment is leased. If equipment is broken or needs repair will be sole responsibility of Tenant to repair or replace. See attached inventory list.
- Insurance coverage shall be \$1,000,000 aggregate with landlords Kai Eng and Paula Eng) as additional insured
- 30-day written notice of cancellation shall be given to Landlord if insurance coverage lapses/is cancelled.
- Tenants' policy is primary and noncontributory..
- Tenants shall insure for all owned and leased belongings/inventory/furniture/contents and improvements.
- Tenants shall insure their own spoilage of food and liquor and all business supplies.
- Tenant shall be solely responsible for all maintenance, repair of all , plumbing, utilities , electricity, water,, garbage service and garbage disposal services. .
- Landlords shall not be liable for any water damage at the Premises.
- Tenants shall be solely responsible for all exterior glass placement (large glass windows and door in front of building)
- Tenants shall be solely responsible for all Americans with Disability Act compliance.
- All costs associated with Tenants' Improvement/Work shall be the sole responsibility of Tenants. Tenants will present plans to Landlords for approval of which said Landlords' approval shall not be unreasonably delayed or withheld.
- All improvement permits shall be the sole responsibility of Tenant.
- This lease is non-transferable to anyone else. There is no subleasing of the space or any portion of the space at any length of time. You can request a transfer of the lease but landlord can decide yes or no for the request.

3. Term.

A. Initial Term. The term of this Lease shall commence on the Term Commencement Date and continue in full force and effect for the number of months specified as the Initial Term in the Basic Lease Information unless sooner terminated as provided in this Lease or sooner extended as provided in Paragraph 3.B below. If the Term Commencement Date is a date other than the first day of the calendar month, the Initial Term shall be the number of months of the Initial Term specified in the Basic Lease Information in addition to the remainder of the calendar month following the Term Commencement Date.

B. Cancellation by Tenants. Notwithstanding any provision of this Lease to the contrary, if on no later than October 15, 2018 the County of Alameda has not issued to Tenants a business license and all other required permits and approvals for the conduct by Tenants of the Permitted Use specified in the Basic Lease Information in the Premises, then Tenants may cancel this Lease by written notice received by Landlords no later than October 15, 2018. Time is the essence of the giving of such notice of cancellation. In the event this Lease is cancelled by Tenants as provided in the preceding two sentences, Landlords shall return to Tenants the prepaid Base Rent and the Security Deposit, and thereupon neither Landlords nor Tenants shall have any further rights or obligations to the other party under this Lease. If Landlords do not receive Tenants' notice of cancellation pursuant to this Paragraph 3.C no later than March, 2014, then the option of Tenants to cancel this Lease as provided in this Paragraph 3.C shall be null, void, and without force or effect, and this Lease shall continue in force and effect. Tenants shall (i) submit complete applications and accompanying documents for such business license and other required approvals and pay all required fees assessed in connection with such applications no later than March 1, 2014, and (ii) diligently and continuously prosecute such applications, including meeting with city staff as requested, preparing and submitting additional documents, and attending public hearings or meetings.

C. Early Access. Tenants shall have the right to enter upon the Premises for the purpose of installing Tenants' furniture, fixtures and voice and data systems wiring commencing upon the execution and delivery of this Lease by Landlords and Tenants and the waiver or satisfaction by Tenants of the Tenants' cancellation right set forth in Paragraph 3.C above. Such early entry by Tenants shall be subject to all of the terms of this Lease, including, without limitation, the requirements of Paragraphs 4, 5, 8, 9, 11, 12, 13, 15, 16, 19, 20, 21, 25, 26 and 27, except that Tenants shall not be required to pay any Rent for the Premises during such early entry period. During such early entry period, Tenants shall not (a) conduct any business from the Premises, or (b) store or locate any property not owned or leased by Tenants on the Premises.

4. Use.

A. General. Tenants shall use the Premises for the Permitted Use and for no other use or purpose, including, without limitation operation of nightclub. Tenants shall control Tenants' employees, agents, customers, visitors, invitees, licensees, contractors, assignees and subtenants (collectively, "Tenants' Parties"). If applicable, Tenants and Tenants' Parties shall have the nonexclusive right to use, in common with other parties occupying the Building, the parking areas and driveways of the Building, subject to such rules and regulations as Landlords may from time to time prescribe.

B. Limitations. Tenants shall not permit any odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises, nor take any action, which would constitute a nuisance or would disturb, obstruct or endanger any others. If during the Term Landlords receive complaints that the use of the equipment disturbs them, then, upon the written request of Landlords, Tenants shall, at the sole cost of Tenants, shall take such reasonable steps as are necessary eliminate such disturbance. Storage outside the Premises of materials, vehicles or any other items is prohibited. Tenants shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenants cause or maintain or permit any nuisance in, on or about the Premises. Tenants shall not commit or suffer the commission of any waste in, on or about the Premises. Tenants shall not allow any sale by auction upon the Premises, or place any loads upon the floors, walls or ceilings that endanger the structure, or place any harmful liquids in the drainage system of the Building. No waste, materials or refuse shall be dumped upon or permitted to remain outside the Premises. Landlords shall not be responsible to Tenants for the non-compliance by any other Tenants or occupant of the Building with any of the above-referenced rules or any other terms or provisions of such Tenants' or occupant's lease or other contract.

C. Compliance with Regulations. Tenants accept the Premises in the condition existing as of the date of this Lease, subject to all existing or future applicable municipal, state and federal and other governmental statutes, regulations, laws and ordinances, including zoning ordinances and regulations governing and relating to the use, occupancy and possession of the Premises (collectively "Regulations"). Tenants shall, at Tenants' sole expense, strictly comply with all Regulations now in force or which may hereafter be in force relating to the Premises and the use or occupancy of the Premises. Tenants, at its sole cost and expense, shall obtain any and all licenses or permits necessary for Tenants' use and occupancy of the Premises and the conduct of Tenants' business on the Premises. Tenants shall promptly comply with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to the use and occupancy of the Premises. Tenants shall not do or permit anything to be done in, on, or about the Premises or bring or keep anything which will in any way increase the rate of any insurance upon the Premises, Building, or upon any contents therein or cause a cancellation of said insurance or otherwise affect said insurance in any manner. Tenants shall, to the maximum degree permissible by law, indemnify, defend, protect and hold Landlords harmless from and against any loss, cost, expense, damage, claims, judgments and/or settlements, attorneys' fees or liability arising out of the failure of Tenants to comply with any Regulations or to comply with the requirements as set forth in this Paragraph 4.C, excepting only matters arising from the sole

active negligence or willful misconduct of Landlords. Tenants' obligations pursuant to the foregoing indemnity shall survive the termination of this Lease.

D. Hazardous Materials. Tenants shall not cause, or allow any of Tenants' Parties to cause, any Hazardous Materials to be used, generated, stored or disposed of on or about the Premises or the Building. As used in this Lease, "Hazardous Materials" shall include, but not be limited to, hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials", "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance. Tenants shall, at Tenants' sole expense, strictly comply with all existing or future applicable municipal, state and federal and other governmental statutes, regulations, laws and ordinances governing and relating to the use, generation, storage, or disposal of Hazardous Materials at the Premises. Landlords shall have the right at all reasonable times to inspect the Premises and to conduct tests and investigations to determine whether Tenants is in compliance with the foregoing provisions, the costs of all such inspections, tests and investigations to be borne by Tenants if such inspections, tests or investigations show that Tenants have violated any of the provisions of this Paragraph 4.D. Tenants shall, to the maximum degree permissible by law, indemnify, defend, protect and hold Landlords harmless from and against all liabilities, losses, costs and expenses, demands, causes of action, claims, judgments and/or settlements directly or indirectly arising out of the activities or use, generation, storage or disposal of Hazardous Materials by Tenants or any of Tenants' Parties, which indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation of any closure or other plans, whether such action is required or necessary prior to or following the termination of this Lease. Neither the written consent by Landlords to Tenants' use, generation, storage or disposal of Hazardous Materials nor the strict compliance by Tenants with all laws pertaining to Hazardous Materials shall excuse Tenants from Tenants' obligation of indemnification pursuant to this Paragraph 4.D. Tenants shall provide notice to Landlords as soon as practicable, but in no event later than thirty (30) days, of the initiation of any proceeding or action whatsoever relating to any Hazardous Materials. Tenants' obligations pursuant to the foregoing indemnity shall survive the termination of this Lease.

5. Rules and Regulations. Tenants shall faithfully observe and comply with any rules and regulations Landlords may from time to time prescribe in writing for the purpose of maintaining the proper care, cleanliness, safety, traffic flow and general order of the Premises or Building. Tenants shall cause Tenants' Parties to comply with such rules and regulations. Landlords shall not be responsible to Tenants for the non-compliance by any other Tenants or occupant of the Building with any of the rules and regulations.

6. Rent. See Above

7. Insurance and Indemnification.

A. Landlords' Insurance. Landlords agree to maintain property insurance insuring the Building against fire, lightning, vandalism and malicious mischief (including, if Landlords elects, "All Risk" or "Special" coverage, earthquake, and/or flood insurance), in an amount not less than eighty percent (80%) of the replacement cost thereof, with deductibles, forms and endorsements as selected by Landlords in Landlords' sole discretion. Such insurance may also include, at Landlords' option, insurance against loss of Base Rent and Additional Rent, in an amount equal to the amount of Base Rent and Additional Rent payable by Tenants for a period of at least twelve (12) months commencing on the date of loss. Such insurance shall be for the sole benefit of Landlords and under Landlords' sole control. Landlords shall not be obligated to insure any property, furniture, equipment, machinery, goods or supplies which Tenants may keep or maintain in the Premises, or any leasehold improvements, additions or alterations on or to the Premises. Landlords may also carry such other insurance as Landlords may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Landlords shall determine. Landlords may obtain liability and property insurance for the Building separately, or together with other buildings and improvements under blanket policies of insurance. In such case, Tenants shall be liable for only such portion of the premiums and deductibles for such blanket policies as are available to the Building, as determined by the insurer or Landlords.

B. Tenants' Insurance.

(1) Property Insurance. Tenants shall procure at Tenants' sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the Term, insurance on all personal property and fixtures of Tenants and all improvements made by or for Tenants to the Premises, insuring such property for the full replacement value of such property.

(2) Liability Insurance. Tenants shall procure at Tenants' sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the Term Commercial General Liability and "Assault and Battery" insurance applying to the Premises and the Building, and any part of either, and any areas adjacent thereto, and the business operated by Tenants, subtenants, or by any other person on the Premises. Such insurance shall include Broad Form Contractual Liability insurance coverage insuring all of Tenants' indemnity obligations under this Lease. Such insurance shall have a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000.00), and a general aggregate limit of at least One Million Dollars (\$1,000,000.00). All such policies shall be written to apply to all bodily injury, property damage or loss, personal injury and other loss, occurring during the policy period, shall be endorsed to add Landlords and any party holding an interest to which this Lease may be subordinated as

an additional insured, and shall provide that such coverage shall be primary and that any insurance maintained by Landlords shall be excess insurance only. Such coverage shall also contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; and (d) providing for coverage of employer's automobile non-ownership liability. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insureds shall not reduce or avoid coverage to the other named insureds. Said coverage shall be written on an "occurrence" basis.

(3) General Insurance Requirements. All coverage described in this Paragraph 7.B. shall be endorsed to provide Landlords with thirty (30) days' notice of cancellation or change in terms. If at any time during the Term the amount or coverage of insurance which Tenants is required to carry under this Paragraph 7.B. is, in Landlords' reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or Tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises, Landlords shall have the right to require Tenants to reasonably increase the amount or change the types of insurance coverage required under this Paragraph 7.B. All insurance policies required to be carried under this Lease shall be written by companies acceptable to Landlords, rated A/VIII or better in "Best's Insurance Guide" and authorized to do business in California. Any deductible amounts under any insurance policies required hereunder shall be subject to Landlords' prior written approval. In any event deductible amounts shall not exceed One Thousand Dollars (\$1,000.00) without Landlords' prior written approval. Tenants shall deliver to Landlords on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expiring policies, certified copies of Tenants' insurance policies, or a certificate evidencing the same issued by the insurer thereunder, showing that all premiums have been paid for the full policy period. In any event, Tenants must provide a certificate or certificates or other proof acceptable to Landlords showing that Landlords is an additional insured on Tenants' liability policies, and that Tenants' insurance is primary to any insurance of Landlords, and Landlords' insurance, if any, shall be excess only. In the event Tenants shall fail to procure any insurance provided for herein, or to deliver policies or certificates, Landlords may, at Landlords' option and in addition to Landlords' other remedies in the event of a default by Tenants hereunder, procure the same for the account of Tenants, and the cost thereof shall be paid to Landlords as Additional Rent.

C. Indemnification. Landlords shall not be liable to Tenants for any injury, loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or for any damage or inconvenience which may arise through repair or alteration of any part of the Building or failure to make any such repair, except as expressly otherwise provided in Paragraph 10. Tenants shall, to the maximum degree permitted by law, indemnify, defend, protect and hold Landlords harmless from and against any and all liabilities, losses, costs, damages, injuries, expenses, claims, judgments and/or settlements, including reasonable attorneys' fees and court costs, arising out of or related to: (1) claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the Premises, or from activities of Tenants, Tenants' Parties or anyone in or about the Premises, wherever occurring; (2) claims for work or labor performed, or for materials or supplies furnished to or at the request of Tenants in connection with performance of any work done for the account of Tenants within the Premises or Building; and (3) claims arising from any breach or default on the part of Tenants in the performance of any covenant contained in this Lease. The sole exception to the foregoing indemnity shall be applicable to claims arising from the sole negligence or willful misconduct of Landlords. The provisions of this Paragraph shall survive the expiration or termination of this Lease. Tenants expressly waive any right to direct the conduct of the defense of any claim or matter for which Tenants are required to indemnify Landlords. Tenants shall pay all attorneys' fees and costs of Landlords for any indemnified matter as such fees and costs are incurred.

9. Waiver of Subrogation. To the extent permitted by law and without affecting the coverage provided by insurance to be maintained hereunder, Landlords and Tenants each waive any right to recover against the other for: (a) damages for injury to or death of persons; (b) damages to property; (c) damages to the Premises or any part thereof; and (d) claims arising by reason of the foregoing due to hazards covered by insurance to the extent of proceeds recovered therefrom. This provision is intended to waive fully, and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by each party pursuant to this Lease shall include, without limitation, a waiver of subrogation by the carrier which conforms to the provisions of this Paragraph 9. Nothing in this Paragraph 9 shall limit or affect Landlords' rights of indemnity pursuant to Paragraph 7.C.

10. Landlords' Repairs and Services. Landlords shall perform on behalf of Tenants, as an item of Basic Operating Cost, the maintenance of the Building, and public and Common Areas of the Building (if any), including without limitation repair and/or replacement of the roof. Tenants shall reimburse Landlords for Tenants' Proportionate Share of all such costs in accordance with Paragraph 7. Any damage caused by or repairs necessitated by any act of Tenants, including any damage to the paved areas of the Building caused by vehicles exceeding the pavement specifications or excessive transit over paved areas, may be repaired by Landlords and at Tenants' expense. Tenants shall immediately give Landlords written notice of any defect or need of repairs after which Landlords shall have a reasonable opportunity to repair it. Landlords' liability with respect to any defects, repairs, or maintenance for which Landlords is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance.

11. Tenants' Repairs. Tenants shall at Tenants' expense maintain all parts of the Premises in a good, clean and secure condition and promptly make all necessary repairs and replacements, including without limitation all windows, glass, doors, walls and

wall finishes, floor covering, pest extermination, the heating, ventilating and air conditioning systems, the landscaped areas, parking areas, driveways, fire sprinkler systems, sanitary and storm sewer lines, utility services, electric and telephone equipment, servicing the Building, exterior lighting, and anything which affects the operation and exterior appearance of the Building, which determination shall be at Landlords' sole discretion. Tenant shall at Tenant's expense maintain, doors, revelers, plumbing work and fixtures, downspouts, electrical and lighting systems, and fire sprinklers. Tenants shall at Tenants' expense also perform regular removal of trash and debris. Tenants shall, at Tenants' own expense, enter into a regularly scheduled preventive maintenance/ service contract with a maintenance contractor for servicing all hot water systems and equipment within or serving the Premises. Landlords must approve the maintenance contractor and the contract. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective and a copy thereof delivered to Landlords within thirty (30) days after the Term Commencement Date. Tenants shall not damage any demising wall or disturb the integrity and support provided by any demising wall and shall, at its sole expense, immediately repair any damage to any demising wall caused by Tenants or Tenants' Parties.

12. Alterations. Tenants shall not make, or allow to be made, any alterations or physical additions in, about or to the Premises without obtaining the prior written consent of Landlords, which consent shall not be unreasonably withheld with respect to proposed alterations and additions which: (a) comply with all applicable laws, ordinances, rules and regulations; (b) are in Landlords' opinion compatible with the Building and its mechanical, plumbing, electrical, heating/ventilation/air conditioning systems; and (c) will not interfere with the use and occupancy of any other portion of the Building by any other Tenants or its invitees. Specifically, but without limiting the generality of the foregoing, Landlords shall have the right of written consent for all plans and specifications for the proposed alterations or additions, construction means and methods, all appropriate permits and licenses, any contractor or subcontractor to be employed on the work of alteration or additions, and the time for performance of such work. Tenants shall also supply to Landlords any documents and information reasonably requested by Landlords in connection with Landlords' consideration of a request for approval hereunder. Tenants shall reimburse Landlords for all costs which Landlords may incur in connection with granting approval to Tenants for any such alterations and additions, including any costs or expenses which Landlords may incur in electing to have outside architects and engineers review said plans and specifications. All such alterations, physical additions or improvements shall remain the property of Tenants until termination of this Lease, at which time they shall be and become the property of Landlords; provided, however, that at the time Landlords consents to any such alteration or addition Landlords may, at Landlords' option, require that Tenants, at Tenants' expense, remove any or all alterations, additions, improvements and partitions made by Tenants and restore the Premises by the termination of this Lease, whether by lapse of time, or otherwise, to their condition existing prior to the construction of any such alterations, additions, partitions or leasehold improvements. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to cause any damage to the Premises or Building whatsoever. If Tenants fails to so remove such alterations, additions, improvements and partitions or Tenants' trade fixtures or furniture, Landlords may keep and use them or remove any of them and cause them to be stored or sold in accordance with applicable law, at Tenants' sole expense. In addition to and wholly apart from Tenants' obligation to pay Tenants' Proportionate Share of Basic Operating Cost, Tenants shall be responsible for and shall pay prior to delinquency any taxes or governmental service fees, possessory interest taxes, fees or charges in lieu of any such taxes, capital levies, or other charges imposed upon, levied with respect to or assessed against Tenants' personal property, on the value of the alterations, additions or improvements within the Premises, and on Tenants' interest pursuant to this Lease, during or applicable to the period of the Term of this Lease. To the extent that any such taxes are not separately assessed or billed to Tenants, Tenants shall pay the amount thereof as invoiced to Tenants by Landlords.

Subject to approval by the County of Alameda, Tenants may set up outdoor seating in a mutually agreeable location at no additional rent or charges. Tenants must maintain the Outdoor Seating Area which shall include, without limitation, daily cleaning and pressure washing on a regular basis.

13. Signs. Pursuant to the terms contained in this paragraph, Tenants may install signs in, on and about the Premises to the maximum extent permitted by applicable law. Tenants shall have the right to install signage on any monument/pylon sign at no additional charge. Tenants shall bear all costs and fees associated with installation of a sign in, on and about the Premises. All signs, notices and graphics of every kind or character, visible in or from public view or corridors, the Common Areas or the exterior of the Premises, shall be subject to Landlords' prior written approval. Tenants shall not place or maintain any banners whatsoever or any window decor in or on any exterior window or window fronting upon any Common Areas or service area or upon any truck doors or man doors without Landlords' prior written approval. Any installation of signs or graphics on or about the Premises and Building shall be subject to any applicable governmental laws, ordinances, regulations and to any other requirements imposed by Landlords. Tenants shall remove all such signs and graphics prior to the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Premises, Building and any other improvements contained therein, and Tenants shall repair any injury or defacement, including without limitation, discoloration caused by such installation or removal.

14. Inspection/Posting Notices. After reasonable notice, except in emergencies where no such notice shall be required, Landlords, and Landlords' agents and representatives, shall have the right to enter the Premises to inspect the same, to clean, to perform such work as may be permitted or required hereunder, to make repairs or alterations to the Premises or Building or to other Tenants spaces therein, to deal with emergencies, to post such notices as may be permitted or required by law to prevent the perfection of liens against Landlords' interest in the Building or to exhibit the Premises to prospective Tenants, purchasers, encumbrancers or others, or for any other purpose as Landlords may deem necessary or desirable; provided, however, that Landlords shall use

reasonable efforts not to unreasonably interfere with Tenants' business operations. Tenants shall not be entitled to any abatement of Rent by reason of the exercise of any such right of entry. At any time within six (6) months prior to the end of the Term, Landlords shall have the right to erect on the Premises and/or Building a suitable sign indicating that the Premises are available for lease. Tenants shall give written notice to Landlords at least thirty (30) days prior to vacating the Premises and shall meet with Landlords for a joint inspection of the Premises at the time of vacating. In the event of Tenants' failure to give such notice or participate in such joint inspection, Landlords' inspection at or after Tenants' vacating the Premises shall conclusively be deemed correct for purposes of determining Tenants' responsibility for repairs and restoration.

15. Utilities. Tenants shall pay directly for all water, gas, heat, air conditioning, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto, and maintenance charges for utilities and shall furnish all electric light bulbs, ballasts and tubes. If any such services are not separately metered to Tenants, Tenants shall pay a reasonable proportion, as determined by Landlords, of all charges jointly serving other premises. Landlords shall not be liable for any damages directly or indirectly resulting from nor shall the Rent or any monies owed Landlords under this Lease herein reserved be abated by reason of: (a) the installation, use or interruption of use of any equipment used in connection with the furnishing of any such utilities or services; (b) the failure to furnish or delay in furnishing any such utilities or services when such failure or delay is caused by acts of God or the elements, labor disturbances of any character, or any other accidents or other conditions beyond the reasonable control of Landlords; or (c) the limitation, curtailment, rationing or restriction on use of water, electricity, gas or any other form of energy or any other service or utility whatsoever serving the Premises or Building. Landlords shall be entitled to cooperate voluntarily and in a reasonable manner with the efforts of national, state or local governmental agencies or utility suppliers in reducing energy or other resource consumption. The obligation to make services available hereunder shall be subject to the limitations of any such voluntary, reasonable program.

16. Subordination. Without the necessity of any additional document being executed by Tenants for the purpose of effecting a subordination, the Lease shall be subject and subordinate at all times to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Premises and/or the land upon which the Premises and Building are situated, or both; and (b) any mortgage or deed of trust which may now exist or be placed upon said Building, land, ground leases or underlying leases, or Landlords' interest or estate in any of said items which is specified as security. Notwithstanding the foregoing, Landlords shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases or any such liens to this Lease. In the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenants shall, notwithstanding any subordination, attorn to and become the Tenants of the successor in interest to Landlords at the option of such successor in interest. Within ten (10) days after request by Landlords, Tenants shall execute and deliver any additional documents evidencing Tenants' attornment or the subordination of this Lease with respect to any existing or future ground leases or underlying leases or any such mortgage or deed of trust, in the form requested by Landlords or by any ground Landlords, mortgagee, or beneficiary under a deed of trust.

17. Financial Statements. At the request of Landlords, Tenants shall provide to Landlords Tenants' current financial statement or other information discussing financial worth of Tenants, which Landlords shall use solely for purposes of this Lease and in connection with the ownership, management and disposition of the Building.

18. Estoppel Certificate. Tenants agree from time to time, within ten (10) days after request of Landlords, to deliver to Landlords, or Landlords' designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which Rent has been paid, the unexpired portion of this Lease, and such other matters pertaining to this Lease as may be reasonably requested by Landlords. Failure by Tenants to execute and deliver such certificate shall constitute an acceptance of the Premises and acknowledgment by Tenants that the statements included are true and correct without exception. Landlords and Tenants intend that any statement delivered pursuant to this Paragraph may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Building or any interest therein. The parties agree that Tenants' obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlords' execution of the Lease, and shall be an event of default if Tenants fails to fully comply.

19. Security Deposit. Tenants agree to deposit with Landlords upon execution of this Lease, a Security Deposit in the amount specified in the Basic Lease Information, which sum shall be held by Landlords, without obligation for interest, as security for the full and timely performance of Tenants' covenants and obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of damages incurred by Landlords in case of Tenants' default. Upon the occurrence of any event of default by Tenants, Landlords may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of Rent or other payments due to Landlords hereunder, and any other damage, injury, expense or liability caused by such event of default, and Tenants shall pay to Landlords, on demand, the amount so applied in order to restore the Security Deposit to its original amount. Although the Security Deposit shall be deemed the property of Landlords, any remaining balance of such deposit shall be returned by Landlords to Tenants at such time after termination of this Lease that all of Tenants' obligations under this Lease have been fulfilled. Landlords may use and commingle the Security Deposit with other funds of Landlords. Tenants waive the provisions of California Civil Code Section 1950.7 and any other present or future law, statute or ordinance regarding security deposits held under commercial leases, and agrees that the provisions of this Paragraph 19 shall solely govern the rights and obligations of Landlords and Tenants regarding the Security Deposit.

20. Tenants' Remedies. The liability of Landlords to Tenants for any default by Landlords under the terms of this Lease are not personal obligations of the individual or other partners, directors, officers and shareholders of Landlords, and Tenants agrees to look solely to Landlords' interest in the Building for the recovery of any amount from Landlords, and shall not look to other assets of Landlords nor seek recourse against the assets of the individual or other partners, directors, officers and shareholders of Landlords. Any lien obtained to enforce any such judgment and any levy of execution thereon shall be subject and subordinate to any lien, mortgage or deed of trust on the Building.

21. Assignment and Subletting.

A. General. Tenants shall not assign this Lease or sublet the Premises or any part thereof without Landlords' prior written approval except as provided herein. If Tenants desires to assign this Lease or sublet any or all of the Premises, Tenants shall give Landlords written notice thirty (30) days prior to the anticipated effective date of the assignment or sublease. Landlords shall then have a period of thirty (30) days following receipt of such notice to notify Tenants in writing that Landlords elects either: (1) to terminate this Lease as to the space so affected as of the date so requested by Tenants, (2) to permit Tenants to assign this Lease or sublet such space to the proposed assignee or subtenants, or (3) to withhold or deny consent to the proposed assignment or sublet on any of the basis set forth in this Paragraph 21 or any other reasonable basis; provided, however, that if Landlords elect to terminate this Lease as provided in sub-item (1) above, then Tenants shall have the right to withdraw Tenants' written notice of the proposed assignment or subletting by written notice given to Landlords within five (5) days after receipt by Tenants of Landlords' notice election to terminate. If Landlords do not exercise the option to terminate this Lease as provided in subitem (1) above, Landlords' consent to a proposed assignment or sublet shall not be unreasonably withheld. Without limiting the other instances in which it may be reasonable for Landlords to withhold Landlords' consent to an assignment or subletting, Landlords and Tenants acknowledge that it shall be reasonable for Landlords to withhold Landlords' consent in the following instances: (i) the use of the Premises by such proposed assignee or subtenants would not be a permitted use or would increase the Parking Density of the Building; (ii) the proposed assignee or subtenants is not of sound financial condition; (iii) the proposed assignee or subtenants is a governmental agency; (iv) the proposed assignee or subtenant does not have a good reputation as a Tenants of property; (v) the proposed assignee or subtenant is a person with whom Landlords are negotiating to lease space in the Building; (vi) the assignment or subletting would entail any alterations which would lessen the value of the leasehold improvements in the Premises; (vii) if Tenants are in default of any obligation of Tenants under this Lease, or (viii) Tenants have defaulted under this Lease on three (3) or more occasions during any twelve (12) months preceding the date that Tenants shall request consent. Failure by Landlords to approve a proposed assignee or subtenants shall not cause a termination of this Lease or grounds for any claim by Tenants against Landlords. The consent of Landlords to any assignment or subletting shall be in the form and substance required by Landlords and may require execution by Tenants and the assignee or sublessee. Upon a termination under this Paragraph 21.A., Landlords may lease the Premises to any party, including parties with whom Tenants have negotiated an assignment or sublease, without incurring any liability to Tenants. No assignee or sublessee shall have a right further to assign or sublet, except with the consent of Landlords as required in this Paragraph 21.

B. Transferee Information Required. If Tenants desire to assign its interest in this Lease or sublet the Premises, or transfer any interest of Tenants therein, or permit the use of the Premises by another party (hereinafter collectively referred to as a "Transfer"), Tenants shall give Landlords at least thirty (30) days prior written notice of the proposed Transfer and of the terms of such proposed Transfer, including, without limitation, the name and legal composition of the proposed transferee, a financial statement of the proposed transferee, the nature of the proposed transferee's business to be carried on in the Premises (including a list of the type and quantities of all Hazardous Materials to be used by the transferee on the Premises), the payment to be made or other consideration to be given to Tenants on account of the Transfer, and such other pertinent information as may be reasonably requested by Landlords, all in sufficient detail to enable Landlords to evaluate the proposed Transfer and the prospective transferee. For purposes of the Lease, any sale or transfer of capital stock, including redemption or issuance of additional stock of any class, will not be deemed an assignment, subletting or transfer of the Lease.

C. Bonus Rent. All Rent or other consideration realized by Tenants under any such sublease or assignment in excess of the Rent payable hereunder, after amortization of a reasonable brokerage commission, shall be paid to Landlords. In any subletting or assignment undertaken by Tenants, Tenants shall diligently seek to obtain the maximum rental amount available in the marketplace for such subletting or assignment.

D. Corporation. If Tenants are a corporation, a transfer of corporate shares by sale, assignment, bequest, inheritance, operation of law or other disposition (including such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency or other proceedings), so as to result in a change in the present control of such corporation or any of its parent corporations by the person or persons owning a majority of said corporate shares, shall constitute an assignment for purposes of this Lease.

E. Partnership. If Tenants are a partnership, joint venture or other business form, a transfer of the interest of persons, firms or entities responsible for managerial control of Tenants by sale, assignment, bequest, inheritance, operation of law or other disposition, so as to result in a change in the present control of said entity and/or a change in the identity of the persons responsible for the general credit obligations of said entity shall constitute an assignment for all purposes of this Lease.

F. Liability. No assignment or subletting by Tenants shall relieve Tenants of any obligation under this Lease. Any assignment or subletting which conflicts with the provisions hereof shall be void.

22. Authority of Parties. Landlords represent and warrant that it has full right and authority to enter into this Lease and to perform all of Landlords' obligations hereunder. Tenants represent and warrant that it has full right and authority to enter into this Lease and to perform all of Tenants' obligations hereunder.

23. Condemnation.

A. Condemnation Resulting in Termination. If the whole or any substantial part of the Building of which the Premises are a part should be taken or condemned for any public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the Permitted Use of the Premises, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises shall have occurred.

B. Condemnation Not Resulting in Termination. If a portion of the Building of which the Premises are a part should be taken or condemned for any public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in Paragraph 23.A. above, this Lease shall not terminate, but the Rent payable hereunder during the unexpired portion of the Lease shall be reduced, beginning on the date when the physical taking shall have occurred, in the proportion that the square foot area of that portion of the Premises so taken bears to the original square footage of the Premises.

C. Award. Landlords shall be entitled to any and all payment, income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such taking or conveyance and Tenants shall have no claim against Landlords or otherwise for the value of any unexpired portion of this Lease. Notwithstanding the foregoing, any compensation specifically awarded Tenants for loss of business, Tenants' personal property, moving costs or loss of goodwill, shall be and remain the property of Tenants.

24. Casualty Damage.

A. General. If the Premises or Building should be damaged or destroyed by fire, tornado or other casualty, Tenants shall give prompt written notice thereof to Landlords. Within sixty (60) days after Landlords' receipt of such notice, Landlords shall notify Tenants whether in Landlords' opinion such repairs can reasonably be made: (1) within ninety (90) days; (2) in more than ninety (90) days but in less than one hundred eighty (180) days; or (3) in more than one hundred eighty (180) days. Landlords' determination shall be binding on Tenants.

B. Less Than 90 Days. If the Premises or Building should be damaged by fire, tornado or other casualty but only to such extent that rebuilding or repairs can in Landlords' reasonable estimation be completed within ninety (90) days, this Lease shall not terminate, and provided that insurance proceeds are available to fully repair the damage, Landlords shall proceed to rebuild and repair the Premises to substantially the condition in which they existed prior to such damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenantable in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenantable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

C. Greater Than 90 Days But Less Than 180 Days. If the Premises or Building should be damaged by fire, tornado or other casualty but only to such extent that rebuilding or repairs can in Landlords' reasonable estimation be completed in more than ninety (90) days but in less than one hundred eighty (180) days, then Landlords shall have the option of either: (1) terminating the Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of the Lease; or (2) electing to rebuild or repair the Premises to substantially the condition in which they existed prior to such damage, provided that insurance proceeds are available, to fully repair the damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Landlords shall give Tenants written notice of Landlords' election of within sixty (60) days after receipt of Tenants' written notice of the damage. If Landlords elects to rebuild or repair, then Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenantable in whole or in part following such damage, the Rent payable under this Lease during the period in which the Premises are untenantable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the

Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

D. Greater Than 180 Days. If the Premises or Building should be so damaged by fire, tornado or other casualty that rebuilding or repairs cannot in Landlords' estimation be completed within one hundred eighty (180) days, then Landlords shall have the option of either: (1) terminating the Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of the Lease; or (2) electing to rebuild or repair the Premises to substantially the condition in which they existed prior to such damage, provided that insurance proceeds are available, to fully repair the damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Landlords shall give Tenants written notice of Landlords' election of within sixty (60) days after receipt of Tenants' written notice of the damage. If Landlords elects to rebuild or repair, then Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenable in whole or in part following such damage, the Rent payable under this Lease during the period in which the Premises are untenable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

E. Tenants' Fault. If the Premises or any other portion of the Building are damaged by fire or other casualty resulting from the fault, negligence, or breach of this Lease by Tenants or any of Tenants' Parties, Base Rent and Additional Rent shall not be diminished during the repair of such damage, Tenants shall be liable to Landlords for the cost and expense of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by insurance proceeds and Tenants shall have no right to terminate this Lease pursuant to this Paragraph 24.

F. Uninsured Casualty. Notwithstanding anything herein to the contrary, in the event that the Premises or Building are damaged or destroyed and are not fully covered by the insurance proceeds received by Landlords or in the event that the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then in either case Landlords shall have the right to terminate this Lease by delivering written notice of termination to Tenants within thirty (30) days after the date of notice to Landlords that said damage or destruction is not fully covered by insurance or such requirement is made by any such holder, as the case may be, whereupon all rights and obligations hereunder shall cease and terminate.

G. Waiver. Tenants waives the provisions of Sections 1932(a), 1933(4), 1941 and 1942 of the Civil Code of California and of any other present or future law, statute or ordinance relating to the rights of a Tenants to terminate a commercial lease in the event the leased premises are damaged or destroyed, and agrees that in the event of damage or destruction of the Premises the rights and obligations of Tenants shall be solely governed by this Paragraph 24.

25. Holding Over. If Tenants shall retain possession of the Premises or any portion thereof without Landlords' consent following the expiration of the Lease or sooner termination for any reason, then Tenants shall pay to Landlords for each day of such retention one hundred fifty percent (150%) the amount of the daily rental as of the last month prior to the date of expiration or termination. Tenants also shall indemnify, defend, protect and hold Landlords harmless from any loss, liability, cost and expense, including, to the maximum degree permissible by law, reasonable attorneys' fees, demands, causes of action, claims, judgments and/or settlements directly or indirectly resulting from delay by Tenants in surrendering the Premises, including, without limitation, any claims made by any succeeding Tenants founded on such delay. Acceptance of Rent by Landlords following expiration or termination shall not constitute a renewal of this Lease, and nothing contained in this Paragraph 25 shall waive Landlords' right of reentry or any other right. Unless Landlords consents in writing to Tenants' holding over, Tenants shall be only a Tenants at sufferance, whether or not Landlords accepts any Rent from Tenants while Tenants is holding over without Landlords' written consent. Additionally, in the event that upon termination of the Lease, Tenants has not fulfilled its obligation with respect to repairs and cleanup of the Premises or any other Tenants obligations as set forth in this Lease, then Landlords shall have the right to perform any such obligations as it deems necessary at Tenants' sole cost and expense, and any time required by Landlords to complete such obligations shall be considered a period of holding over and the terms of this Paragraph 25 shall apply.

26. Default.

A. Events of Default. The occurrence of any of the following shall constitute an event of default on the part of Tenants:

(1) Abandonment. Abandonment of the Premises for a continuous period in excess of ten (10) days. Tenants waives any right to notice Tenants may have under Section 1951.3 of the Civil Code of the State of California, the terms of this Paragraph 26.A. being deemed such notice to Tenants as required by said Section 1951.3.

(2) Nonpayment of Rent. Failure to pay any installment of Rent or any other amount due and payable hereunder upon the date when said payment is due.

(3) Other Obligations. Failure to perform any obligation, agreement or covenant under this Lease other than those matters specified in subparagraphs (1) and (2) of this Paragraph 26.A., such failure continuing for fifteen (15) days after written notice of such failure.

(4) General Assignment. A general assignment for the benefit of creditors by Tenants.

(5) Bankruptcy. The filing of any voluntary petition in bankruptcy by Tenants, or the filing of an involuntary petition against Tenants by the creditors of Tenants, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenants has the right to affirm this Lease and continue to perform the obligations of Tenants hereunder, such trustee or Tenants shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenants hereunder outstanding as of the date of the affirmation of this Lease and provide to Landlords such adequate assurances as may be necessary to ensure Landlords of the continued performance of Tenants' obligations under this Lease.

(6) Receivership. The employment of a receiver to take possession of substantially all of the assets of Tenants or the Premises if such appointment remains undismissed or undischarged for a period of ten (10) days after the order therefor.

(7) Attachment. The attachment, execution or other judicial seizure of all or substantially all of the assets of Tenants or the Premises if such attachment or other seizure remains undismissed or undischarged for a period of ten (10) days after the levy thereof.

B. Remedies Upon Default.

(1) Termination. In the event of the occurrence of any event of default, Landlords shall have the right to give a written termination notice to Tenants, and on the date specified in such notice, Tenants' right to possession shall terminate, and this Lease shall terminate unless on or before such date all arrears of rental and all other sums payable by Tenants under this Lease and all costs and expenses incurred by or on behalf of Landlords hereunder shall have been paid by Tenants and all other events of default of this Lease by Tenants at the time existing shall have been fully remedied to the satisfaction of Landlords. At any time after such termination, Landlords may recover possession of the Premises or any part thereof and expel and remove therefrom Tenants and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlords may have under this Lease, or at law or equity by reason of Tenants' default or of such termination. Without limiting the rights and remedies of Landlords in the event of a default by Tenants, Landlords may exercise all rights and remedies of a Landlords under Section 1951.2 of the Civil Code of the State of California (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations) or any successor code section.

(2) Continuation After Default. Even though an event of default may have occurred, this Lease shall continue in effect for so long as Landlords does not terminate Tenants' right to possession under Paragraph 26.B.(1) hereof, and Landlords may enforce all of Landlords' rights and remedies under this Lease, including without limitation, the right to recover Rent as it becomes due. Acts of maintenance, preservation or efforts to lease the Premises or the appointment of a receiver upon application of Landlords to protect Landlords' interest under this Lease shall not constitute an election to terminate Tenants' right to possession. Without limiting the rights and remedies of Landlords in the event of a default by Tenants, Landlords, without terminating this Lease, may exercise all of the rights and remedies of a Landlords under Section 1951.4 of the Civil Code of the State of California or any successor code section. Landlords may re-enter the Premises by summary proceedings or otherwise, remove all persons and property from the Premises without liability to any person for damage sustained by reason of such removal, and relet the Premises at such rental and upon such terms and conditions as Landlords in its sole discretion may deem advisable. Landlords may store any property of Tenants in a public warehouse or elsewhere, at Tenants' expense, or otherwise dispose of such property in any manner provided by law. In the event Landlords re-enters the Premises, Tenants shall remain liable for the Rent and all other sums payable under this Lease, plus the reasonable cost of obtaining possession of and reletting the Premises, including, without limitation, any repairs and alterations necessary to prepare the Premises for reletting and brokerage commissions, less the rents actually received from such reletting. To the fullest extent permitted by law, all rent and other consideration received by Landlords upon any reletting shall be applied: first, to the costs of reletting; second, to the payment of any accrued, unpaid Additional Rent; third, to the payment of accrued, unpaid Base Rent; and fourth, the residue, if any, shall be held by Landlords and applied to the payment of other obligations of Tenants to Landlords as the same become due, with any remaining residue, if any, to be retained by Landlords. Any and all deficiencies so payable by Tenants

shall be paid monthly on the date provided in this Lease for the payment of Base Rent. No such re-entry or taking of possession of the Premises by Landlords shall constitute an election on the part of Landlords to terminate this Lease unless specific written notice of such termination is given to Tenants.

C. Damages After Default. Should Landlords terminate this Lease pursuant to the provisions of Paragraph 26.B.(l) hereof, Landlords shall have the rights and remedies of a Landlords provided by Section 1951.2 of the Civil Code of the State of California, or successor code sections. Upon such termination, in addition to any other rights and remedies to which Landlords may be entitled under applicable law, Landlords shall be entitled to recover from Tenants: (1) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination, (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenants proves could have been reasonably avoided. (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenants proves could be reasonably avoided; and (4) any other amount necessary to compensate Landlords for all the detriment proximately caused by Tenants' failure to perform Tenants' obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in items (1) and (2), above shall be computed at the lesser of the "prime rate," as announced from time to time by Wells Fargo Bank, N.A. (San Francisco), plus five (5) percentage points, or the maximum interest rate allowed by law ("Applicable Interest Rate"). The "worth at the time of award" of the amount referred to in item (3) above shall be computed by discounting such amount at the Federal Discount Rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

D. Late Charge. If any installment of Rent is not received by Landlords within five (5) days after the date when due, such amount shall bear interest at the Applicable Interest Rate from the date on which said payment shall be due until the date on which Landlords shall receive said payment. In addition, Tenants shall pay Landlords a late charge equal to five percent (5%) of the delinquent amount, to compensate Landlords for the loss of the use of the amount not paid and the administrative costs caused by the delinquency, the parties agreeing that Landlords' damage by virtue of such delinquencies would be difficult to compute and the amount stated herein represents a reasonable estimate thereof. This provision shall not relieve Tenants of Tenants' obligation to pay Rent at the time and in the manner herein specified.

E. Remedies Cumulative. Landlords shall have all rights and remedies available at law or in equity to redress any event of default by Tenants. All rights, remedies, privileges and elections by Landlords are cumulative and not alternative to the extent permitted by law.

27. Liens. Tenants shall keep the Premises free from liens arising out of or related to work performed, materials or supplies furnished or obligations incurred by Tenants or in connection with work made, suffered or done by or on behalf of Tenants in or on the Premises or Building. In the event that Tenants shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlords shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as Landlords shall deem proper, including payment of the claim giving rise to such lien. All sums paid by Landlords on behalf of Tenants and all expenses incurred by Landlords in connection therefor shall be payable to Landlords by Tenants on demand with interest at the Applicable Interest Rate. Landlords shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlords shall deem proper, for the protection of Landlords, the Premises, the Building and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenants shall give Landlords not less than ten (10) business days prior written notice of the commencement of any work in the Premises or Building which could lawfully give rise to a claim for mechanics' or materialmen's liens.

28. Substitution. At any time after execution of this Lease, Landlords may substitute for the Premises other premises in the Building (the "New Premises") upon not less than sixty (60) days prior written notice, in which event the New Premises shall be deemed to be the Premises for all purposes hereunder; provided however, that:

A. The New Premises shall be substantially the same in size and quality as the Premises, and shall be placed in that condition by Landlords at the cost of Landlords;

B. The New Premises shall be appropriate for the Permitted Use specified in the Basic Lease Information;

C. If Tenants are occupying the Premises at the time of such substitution, Landlords shall pay the expense of physically moving Tenants, Tenants' property and equipment to the New Premises and shall, at Landlords' sole cost, improve the New Premises with improvements substantially similar to those Landlords has committed to provide or has provided in the Premises;

D. If the New Premises are smaller than the Premises as they existed before the relocation, then Base Rent and Lessee's Percentage Share shall be adjusted based upon the square footage of the new premises. No change in Base Rent or Lessee's Percentage Share shall be made if the New Premises are larger than the Premises as they existed before the relocation; and

E. The parties shall promptly execute an amendment to this Lease identifying the New Premises and reflecting any change in Base Rent and Lessee's Percentage Share.

29. Transfers by Landlords. In the event of a sale or conveyance by Landlords of the Building or a foreclosure by any creditor of Landlords, the same shall operate to release Landlords from any liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenants, to the extent required to be performed after the passing of title to Landlords' successor-in-interest. In such event, Tenants agrees to look solely to the responsibility of the successor-in-interest of Landlords under this Lease with respect to the performance of the covenants and duties of "Landlords" to be performed after the passing of title to Landlords' successor-in-interest. This Lease shall not be affected by any such sale and Tenants agree to attorn to the purchaser or assignee. Landlords' successor(s)-in-interest shall not have liability to Tenants with respect to the failure to perform all of the obligations of "Landlords", to the extent required to be performed prior to the date such successor(s)-in-interest became the owner of the Building.

30. Right of Landlords to Perform Tenants' Covenants. All covenants and agreements to be performed by Tenants under any of the terms of this Lease shall be performed by Tenants at Tenants' sole cost and expense and without any abatement of Rent. If Tenants shall fail to pay any sum of money, other than Base Rent and Basic Operating Cost, required to be paid by Tenants hereunder or shall fail to perform any other act on Tenants' part to be performed hereunder, and such failure shall continue for five (5) days after written notice thereof by Landlords, Landlords may, but shall not be obligated to do so, and without waiving or releasing Tenants from any obligations of Tenants, make any such payment or perform any such act on Tenants' part to be made or performed. All sums, so paid by Landlords and all necessary incidental costs together with interest thereon at the Applicable Interest Rate from the date of such payment by Landlords shall be payable to Landlords on demand, and Tenants covenants to pay such sums, and Landlords shall have, in addition to any other right or remedy of Landlords, the same right and remedies in the event of the non-payment thereof by Tenants as in the case of default by Tenants in the payment of Base Rent and Basic Operating Cost.

31. Waiver. If either Landlords or Tenants waive the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of Rent by Landlords shall not constitute a waiver of any preceding breach by Tenants of any term, covenant or condition of this Lease, regardless of Landlords' knowledge of such preceding breach at the time Landlords accepted such Rent. Failure by Landlords to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or to decrease the right of Landlords to insist thereafter upon strict performance by Tenants. Waiver by Landlords of any term, covenant or condition contained in this Lease may only be made by a written document signed by Landlords.

32. Notices. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements with reference to sending, mailing or delivery of any notice or the making of any payment by Landlords or Tenants to the other shall be deemed to be complied with when and if the following steps are taken:

A. Rent. All Rent and other payments required to be made by Tenants to Landlords hereunder shall be payable to Landlords at the address set forth in the Basic Lease Information, or at such other address as Landlords may specify from time to time by written notice delivered in accordance herewith. Tenants' obligation to pay Rent and any other amounts to Landlords under the terms of this Lease shall not be deemed satisfied until such Rent and other amounts have been actually received by Landlords.

B. Other. All notices, demands, consents and approvals which may or are required to be given by either party to the other hereunder shall be in writing and either personally delivered, sent by commercial overnight courier, or mailed, certified or registered, postage prepaid, and addressed to the party to be notified at the address for such party as specified in the Basic Lease Information or to such other place as the party to be notified may from time to time designate by at least fifteen (15) days notice to the notifying party. Notices shall be deemed served upon receipt or refusal to accept delivery. Tenants appoints as its agent to receive the service of all default notices and notice of commencement of unlawful detainer proceedings the person in charge of or apparently in charge of occupying the Premises at the time, and, if there is no such person, then such service may be made by attaching the same on the main entrance of the Premises. Notices given to Tenants after the Term Commencement Date shall be given to Tenants at the address of the Premises.

33. Attorneys' Fees. In the event that Landlords places the enforcement of this Lease, or any part thereof, or the collection of any Rent due, or to become due hereunder, or recovery of possession of the Premises in the hands of an attorney, Tenants shall pay to Landlords, upon demand, Landlords' reasonable attorneys' fees and court costs. In any action which Landlords or Tenants brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party including reasonable attorneys' fees, to be fixed by the court, and said costs and attorneys' fees shall be a part of the judgment in said action.

34. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of Landlords, its successors and assigns, and shall be binding upon and inure to the benefit of Tenants, its successors, and to the extent assignment is approved by Landlords hereunder, Tenants' assigns.

35. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlords, Landlords shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Landlords.

36. No Brokerage Commission. Landlords and Tenants each acknowledge that there is no broker representing either of them in this matter.

37. Waiver of Jury Trial. Landlords and Tenants each acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights to trial by jury, and each party does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Lease, Tenants' use of occupancy of the Premises and/or any claim of injury or damage.

38. Surrender. Tenants agrees that on the last day of the Term, or on the sooner termination of this Lease, Tenants shall surrender the Premises to Landlords (a) in good condition and repair (damage by acts of God, fire, normal wear and tear and performance of Landlords' obligations under this Lease excepted), but with all interior walls repaired and touch painted, all floors cleaned, all non-working light bulbs and ballasts replaced and all rollup doors, docks, dock levelers and plumbing fixtures in good condition and working order, (b) "broom clean", free of trash, debris and the personal property of Tenants, and (c) free of all Hazardous Materials used, generated, stored or disposed of on or about the Premises or the Building by Tenants or Tenants' Parties. Normal wear and tear shall not include any damage or deterioration to the floors of the Premises arising from the use of forklifts in, on or about the Premises, and any damage or deterioration that would have been prevented by proper maintenance by Tenants, or Tenants otherwise performing all of its obligations under this Lease. On or before the expiration or sooner termination of this Lease Tenants shall remove, at Tenants' expense, (i) all of Tenants' furniture, movable fixtures, equipment, inventory and other personal property and Tenants' signage from the Premises and the Building and repair any damage caused by such removal, (ii) all alterations, additions and improvements made to the Premises by Tenants to which Landlords consented and required their removal pursuant to Paragraph 12 and repair all damage to the Premises caused by such removal, and (iii) all alterations, additions and improvements made to the Premises by Tenants without Landlords' consent pursuant to Paragraph 12 and repair all damage to the Premises caused by such removal. Any of Tenants' furniture, movable fixtures, equipment, inventory and other personal property not so removed by Tenants as required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlords at Tenants' expense, and Tenants waives all claims against Landlords for any damages resulting from Landlords' retention and disposition of such property; provided, however, that Tenants shall remain liable to Landlords for all costs incurred in storing and disposing of such abandoned property of Tenants. All alterations, additions and improvements made to the Premises by Tenants except those that Landlords require Tenants to remove shall remain in the Premises as the property of Landlords. Notwithstanding the foregoing to the contrary, if this Lease is terminated before the scheduled end of the Term for any reason other than a breach or default by Tenants under this Lease, then Landlords shall provide Tenants with written notice requiring Tenants, at Tenants' expense, to remove any or all alterations, additions and improvements made to the Premises by Tenants and to repair any damage caused by such removal, such written notice to be given to Tenants by Landlords within thirty (30) days after the date of such termination.

39. Miscellaneous.

A. General. The term "Tenants" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their respective successors, executors, administrators and permitted assigns, according to the context hereof.

B. Time. Time is of the essence regarding this Lease and all of its provisions.

C. Choice of Law. This Lease shall in all respects be governed by the laws of the State of California.

D. Entire Agreement. This Lease, together with its Exhibits, contains all the agreements of the parties hereto and supersedes any previous negotiations. There have been no representations made by the Landlords or understandings made between the parties other than those set forth in this Lease and its Exhibits.

E. Modification. This Lease may not be modified except by a written instrument by the parties hereto.

F. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

G. Recordation. Tenants shall not record this Lease or a short form memorandum hereof.

H. Examination of Lease. Submission of this Lease to Tenants does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlords and Tenants.

I. Accord and Satisfaction. No payment by Tenants of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction of full payment of Rent, and Landlords may accept such payment without prejudice to Landlords' right to recover the balance of such Rent or to pursue other remedies.

J. Easements. Landlords may grant easements on the Building and dedicate for public use portions of the Building without Tenants' consent; provided that no such grant or dedication shall substantially interfere with Tenants' use of the Premises. Upon Landlords' demand, Tenants shall execute, acknowledge and deliver to Landlords documents, instruments, maps and plats necessary to effectuate Tenants' covenants hereunder.

K. Drafting and Determination Presumption. The parties acknowledge that this Lease has been agreed to by both the parties, that both Landlords and Tenants have consulted with attorneys with respect to the terms of this Lease and that no presumption shall be created against Landlords because Landlords drafted this Lease. Except as otherwise specifically set forth in this Lease, with respect to any consent, determination or estimation of Landlords required in this Lease or requested of Landlords, Landlords' consent, determination or estimation shall be made in Landlords' good faith opinion, whether objectively reasonable or unreasonable.

L. Attachments. Basic Lease Information and any Exhibit(s) are hereby incorporated herein by this reference.

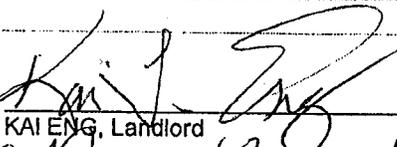
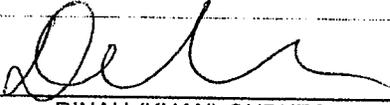
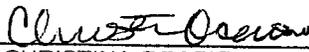
M. No Light, Air or View Easement. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to or in the vicinity of the Building shall in no way affect this Lease or impose any liability on Landlords.

N. No Third Party Benefit. This Lease is a contract between Landlords and Tenants and nothing herein is intended to create any third party benefit.

O. Representations by Tenants. Tenants represent and warrant to Landlords that each individual executing this Lease on behalf of Tenants are authorized to do so on behalf of Tenants and that Tenants are not, and the entities or individuals constituting Tenants or which may own or control Tenants or which may be owned or controlled by Tenants are not (i) in violation of any laws relating to terrorism or money laundering, and/or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tlisdn.pdf> or any replacement website or other replacement official publication of such list.

P. Confidentiality. Landlords and Tenants will maintain all information in confidence and will not disclose such information to any other party without written consent. Confidential Information may be released to the parties' attorneys, employees, partners, consultants and lenders who have a reasonable need for such confidential information, provided that such individuals/entities agree to maintain the confidential nature of the information.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORDS	TENANTS
By:  KAI ENG, Landlord Date _____	By:  DINAH (KHAN) OUBKEO Tenant Date 9-18-18
By:  Paula Eng, Landlord Date 9/10/18	Name _____ Title _____
	By:  CHRISTINA OCASIO Tenant Date 9-18-18
	Name _____

09/07/2018

Title	_____
By	_____
Name	Print Name _____, Tenant _____
Title	_____

LEASE AGREEMENT

By and Between

KAI ENG AND PAM ENG

As Landlords

And

CDJ GROUP LLC, DBA PARLIAMENT LOUNGE

**JASON M. BRADFORD, CHRISTOPHER M. NEWELL, AND DAVINA A.
DICKENS**

As Tenants

Dated: July 16, 2012

BASIC LEASE INFORMATION

LEASE DATE:	September 1, 2012	
TENANTS:	CDJ Group LLC, DBA Parliament Lounge JASON M. BRADFORD, CHRISTOPHER M. NEWELL, and DAVINA A. DICKENS	
TENANTSS' ADDRESS:	<u>Before Term Commencement Date:</u> <hr/> <hr/> <u>From and After Term Commencement Date:</u> 811 Washington Street Oakland, California 94607	
LANDLORDSS:	KAI ENG and PAM ENG	
LANDLORDS'S ADDRESS:		
BUILDING IN WHICH THE PREMISES ARE LOCATED:	811 Washington Street, Oakland, California 94607	
PREMISES:	811 Washington Street, Oakland, California 94607, said premises to be used as a nightclub.	
PERMITTED USE:	Nightclub. Use as a nightclub must be operated according to the terms contained in this Lease, including, without limitation, Tenants shall be responsible for all ADA compliance, etc.	
ESTIMATED TERM COMMENCEMENT DATE:	September 1, 2012	
INITIAL TERM:	Sixty (60) months (See Paragraph 3)	
ESTIMATED INITIAL TERM EXPIRATION DATE:	June 30, 2017	
OPTION TERM	Thirty Six (36) and then Sixty (60) months	
RENT:		
Base Rent:		
Initial Term	Monthly Base Rent	Annual Base Rent
September 1, 2012 through August 31, 2013	\$3,600.00	\$45,000.00 (including two weeks in June 2012)
September 1, 2013 through August 31, 2014	\$4,000.00	\$48,000.00
September 1, 2014 through August 31, 2015	\$4,000.00	\$48,000.00
September 1, 2015 through August 31, 2016	\$4,000.00	\$48,000.00
September 1, 2016 through August 31, 2017	\$4,000.00	\$48,000.00
If the Term Commencement Date is a date other than September 1, 2012, then the above schedule of Base Rent shall be adjusted to reflect the actual Term Commencement Date.		
Estimated First Fiscal Year Basic Operating Cost:	None	
OPTION TERM:	Thirty Six (36) and Sixty (60) month term	
SECURITY DEPOSIT:	Two (2) months base rent, subject to review of Tenants' financial statements (\$8000)	
TENANTS PERMITTED		

PARKING:	None
TENANTS'S PROPORTIONATE SHARE:	None
GUARANTOR(S):	None
BROKERS:	None

The foregoing Basic Lease Information is incorporated into and made a part of this Lease. Each reference in this Lease to any of the Basic Lease Information shall mean the respective information above and shall be construed to incorporate all of the terms provided under the particular Lease paragraph pertaining to such information. In the event of any conflict between the Basic Lease Information and the Lease, the latter shall control.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made and entered into by and between the Landlords ("**Landlords**") and the Tenants ("**Tenants**") identified in the Basic Lease Information and is effective as of the Lease Date (the "**Lease Date**") set out in the Basic Lease Information.

1. Demise. Subject to Landlords' review and approval of Tenants' financial status, Landlords lease to Tenants and Tenants lease from Landlords, upon the terms and conditions hereinafter set forth, those premises (the "**Premises**") outlined in Exhibit A and described in the Basic Lease Information. The Premises may be all or part of the building (the "**Building**").

2. Term Commencement Date. The commencement date of the Term ("**Term Commencement Date**") shall be the date on which Tenants takes possession of some or all of the Premises for the conduct of business, except for early access as permitted in this Lease. Notwithstanding any provision of this Lease to the contrary, if Landlords do not tender possession of the Premises to Tenants on or before the Term Commencement Date for any reason whatsoever, Landlords shall not be liable for any damages and this Lease shall not be void or voidable, but Tenants shall not be liable for payment of any Rent until such time as Landlords tender possession of the Premises to Tenants. Any such delay in the tender of possession of the Premises shall not affect any of the other obligations of Tenants under this Lease, but shall extend the Initial Term Expiration Date for the same period of time. Should Landlords not be able to recapture the Premises from the existing occupant/Tenants, Landlords shall have the right to terminate the Lease. Tenants require estimated date of possession to determine estimated waiting period. Landlords shall give Tenants ninety (90) days written notice of Delivery. Tenants shall, however, not proceed with any of Tenants' work, as stated in this Lease, until Landlords provides Tenants a definite Term Commencement Date. Tenants' entry upon the Premises (whether before or after the Term Commencement Date) shall constitute Tenants' agreement that the Premises are in good order and condition.

Tenants shall accept the Premises on the Term Commencement Date in its then existing condition, broom clean and otherwise "AS-IS." Tenants acknowledge and agree that Landlords have made no representation or warranty as to the condition of the Premises or the suitability of the Premises for any use or purpose, except as expressly set forth in this Lease. The Premises will also be delivered with the following:

- Tenants shall be given a rent credit of \$12,000.00 (twelve thousand dollars 00/100) three months' rent, said rent credit can be applied to any month during the Term of the Lease. The parties shall mutually agree which months said rent credit shall be applied to rent due and owing by Tenants.
- At the time of signing of this Lease, Tenants agree to pay 6 months rent in advance to Landlords.
- Insurance coverage shall be \$2,000,000 aggregate.
- 30-day written notice of cancellation shall be given to Landlord if insurance coverage lapses/is cancelled.
- Tenants' policy is primary and noncontributory.
- Tenants shall insure for their own belongings/inventory/furniture/contents and improvements.
- Tenants shall insure their own spoilage of food and liquor.
- Landlords shall not be liable for any water damage at the Premises.
- Tenants shall be solely responsible for all exterior glass placement (large glass windows and door in front of building)
- Tenants shall be solely responsible for all Americans with Disability Act compliance.
- Inspection night allowed during business hours to ensure nightclub has no damage.
- Noise and sound proofing of the Premises shall be done to levels acceptable by Landlords before opening the nightclub. All costs associated with soundproofing the Premises shall be the sole responsibility of Tenants.
- All costs associated with Tenants' Improvement/Work shall be the sole responsibility of Tenants. Tenants will present plans to Landlords for approval of which said Landlords' approval shall not be unreasonably delayed or withheld.

3. Term.

A. Initial Term. The term of this Lease shall commence on the Term Commencement Date and continue in full force and effect for the number of months specified as the Initial Term in the Basic Lease Information unless sooner terminated as provided in this Lease or sooner extended as provided in Paragraph 3.B below. If the Term Commencement Date is a date other than the first day of the calendar month, the Initial Term shall be the number of months of the Initial Term specified in the Basic Lease Information in addition to the remainder of the calendar month following the Term Commencement Date.

B. Option Term. Landlords grant to Tenants the option to extend the Term of this Lease for one additional term of thirty six (36) months and then one additional sixty (60) months (the "**Option Term**"). Tenants shall exercise this option, if at all, by giving Landlords written notice exercising such option not earlier than two hundred seventy (270) days or later than one hundred twenty (120) days prior to end of the Initial Term. In no event shall any purported exercise of such option by Tenants be effective if

(i) any event of default by Tenants (after the giving of any required notice and the lapse of any period of cure provided in Paragraph 26.A) shall exist under this Lease at the time of giving of such notice or on the date of commencement of the Option Term, or (ii) Tenants shall have assigned this Lease or sublet all or any portion of the Premises to any person or entity prior to the exercise of the option, in which event Tenants' exercise of the option and the Option Term shall be null and void and the term of this Lease shall end and expire at the end of the Initial Term without regard to the option or the Option Term. The Option Term shall be upon all of the terms and conditions of this Lease, except that the Base Rent and adjustments of Base Rent for the Option Term shall be determined as set forth in Paragraph 6.A.(2) below. As used in this Lease, the term "Term" shall mean the Initial Term and, if validly exercised by Tenants pursuant to the provisions of this Paragraph 3.B, the Option Term.

C. Cancellation by Tenants. Notwithstanding any provision of this Lease to the contrary, if on no later than September 1, 2012 the County of Alameda has not issued to Tenants a business license and all other required permits and approvals for the conduct by Tenants of the Permitted Use specified in the Basic Lease Information in the Premises, then Tenants may cancel this Lease by written notice received by Landlords no later than September 1, 2012. Time is the essence of the giving of such notice of cancellation. In the event this Lease is cancelled by Tenants as provided in the preceding two sentences, Landlords shall return to Tenants the prepaid Base Rent and the Security Deposit, and thereupon neither Landlords nor Tenants shall have any further rights or obligations to the other party under this Lease. If Landlords do not receive Tenants' notice of cancellation pursuant to this Paragraph 3.C no later than September 1, 2012, then the option of Tenants to cancel this Lease as provided in this Paragraph 3.C shall be null, void, and without force or effect, and this Lease shall continue in force and effect. Tenants shall (i) submit complete applications and accompanying documents for such business license and other required approvals and pay all required fees assessed in connection with such applications no later than September 1, 2012, and (ii) diligently and continuously prosecute such applications, including meeting with city staff as requested, preparing and submitting additional documents, and attending public hearings or meetings.

D. Early Access. Tenants shall have the right to enter upon the Premises for the purpose of installing Tenants' furniture, fixtures and voice and data systems wiring commencing upon the execution and delivery of this Lease by Landlords and Tenants and the waiver or satisfaction by Tenants of the Tenants' cancellation right set forth in Paragraph 3.C above. Such early entry by Tenants shall be subject to all of the terms of this Lease, including, without limitation, the requirements of Paragraphs 4, 5, 8, 9, 11, 12, 13, 15, 16, 19, 20, 21, 25, 26 and 27, except that Tenants shall not be required to pay any Rent for the Premises during such early entry period. During such early entry period, Tenants shall not (a) conduct any business from the Premises, or (b) store or locate any property not owned or leased by Tenants on the Premises.

4. Use.

A. General. Tenants shall use the Premises for the Permitted Use and for no other use or purpose, including, without limitation operation of nightclub. Tenants shall control Tenants' employees, agents, customers, visitors, invitees, licensees, contractors, assignees and subtenants (collectively, "Tenants' Parties"). If applicable, Tenants and Tenants' Parties shall have the nonexclusive right to use, in common with other parties occupying the Building, the parking areas and driveways of the Building, subject to such rules and regulations as Landlords may from time to time prescribe.

B. Limitations. Tenants shall not permit any odors, smoke, dust, gas, or substances to emanate from the Premises, nor take any action, which would constitute a nuisance or would disturb, obstruct or endanger any others. If during the Term Landlords receive complaints that the use of the equipment disturbs them, then, upon the written request of Landlords, Tenants shall, at the sole cost of Tenants, shall take such reasonable steps as are necessary eliminate such disturbance. Storage outside the Premises of materials, vehicles or any other items is prohibited. Tenants shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenants cause or maintain or permit any nuisance in, on or about the Premises. Tenants shall not commit or suffer the commission of any waste in, on or about the Premises. Tenants shall not allow any sale by auction upon the Premises, or place any loads upon the floors, walls or ceilings that endanger the structure, or place any harmful liquids in the drainage system of the Building. No waste, materials or refuse shall be dumped upon or permitted to remain outside the Premises. Landlords shall not be responsible to Tenants for the non-compliance by any other Tenants or occupant of the Building with any of the above-referenced rules or any other terms or provisions of such Tenants' or occupant's lease or other contract.

C. Compliance with Regulations. Tenants accept the Premises in the condition existing as of the date of this Lease, subject to all existing or future applicable municipal, state and federal and other governmental statutes, regulations, laws and ordinances, including zoning ordinances and regulations governing and relating to the use, occupancy and possession of the Premises (collectively "Regulations"). Tenants shall, at Tenants' sole expense, strictly comply with all Regulations now in force or which may hereafter be in force relating to the Premises and the use or occupancy of the Premises. Tenants, at its sole cost and expense, shall obtain any and all licenses or permits necessary for Tenants' use and occupancy of the Premises and the conduct of Tenants' business on the Premises. Tenants shall promptly comply with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to the use and occupancy of the Premises. Tenants shall not do or permit anything

to be done in, on, or about the Premises or bring or keep anything which will in any way increase the rate of any insurance upon the Premises, Building, or upon any contents therein or cause a cancellation of said insurance or otherwise affect said insurance in any manner. Tenants shall, to the maximum degree permissible by law, indemnify, defend, protect and hold Landlords harmless from and against any loss, cost, expense, damage, claims, judgments and/or settlements, attorneys' fees or liability arising out of the failure of Tenants to comply with any Regulations or to comply with the requirements as set forth in this Paragraph 4.C, excepting only matters arising from the sole active negligence or willful misconduct of Landlords. Tenants' obligations pursuant to the foregoing indemnity shall survive the termination of this Lease.

D. Hazardous Materials. Tenants shall not cause, or allow any of Tenants' Parties to cause, any Hazardous Materials to be used, generated, stored or disposed of on or about the Premises or the Building. As used in this Lease, "Hazardous Materials" shall include, but not be limited to, hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance. Tenants shall, at Tenants' sole expense, strictly comply with all existing or future applicable municipal, state and federal and other governmental statutes, regulations, laws and ordinances governing and relating to the use, generation, storage, or disposal of Hazardous Materials at the Premises. Landlords shall have the right at all reasonable times to inspect the Premises and to conduct tests and investigations to determine whether Tenants is in compliance with the foregoing provisions, the costs of all such inspections, tests and investigations to be borne by Tenants if such inspections, tests or investigations show that Tenants have violated any of the provisions of this Paragraph 4.D. Tenants shall, to the maximum degree permissible by law, indemnify, defend, protect and hold Landlords harmless from and against all liabilities, losses, costs and expenses, demands, causes of action, claims, judgments and/or settlements directly or indirectly arising out of the activities or use, generation, storage or disposal of Hazardous Materials by Tenants or any of Tenants' Parties, which indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation of any closure or other plans, whether such action is required or necessary prior to or following the termination of this Lease. Neither the written consent by Landlords to Tenants' use, generation, storage or disposal of Hazardous Materials nor the strict compliance by Tenants with all laws pertaining to Hazardous Materials shall excuse Tenants from Tenants' obligation of indemnification pursuant to this Paragraph 4.D. Tenants shall provide notice to Landlords as soon as practicable, but in no event later than thirty (30) days, of the initiation of any proceeding or action whatsoever relating to any Hazardous Materials. Tenants' obligations pursuant to the foregoing indemnity shall survive the termination of this Lease.

5. Rules and Regulations. Tenants shall faithfully observe and comply with any rules and regulations Landlords may from time to time prescribe in writing for the purpose of maintaining the proper care, cleanliness, safety, traffic flow and general order of the Premises or Building. Tenants shall cause Tenants' Parties to comply with such rules and regulations. Landlords shall not be responsible to Tenants for the non-compliance by any other Tenants or occupant of the Building with any of the rules and regulations.

6. Rent.

A. Base Rent.

(1) Base Rent During Initial Term. Tenants shall pay to Landlords the Base Rent included in the Basic Lease Information, payable in monthly installments in advance on or before the first day of each calendar month, commencing on the first day of the fifth month following the Term Commencement Date and continuing throughout the Initial Term. Landlords shall have the right and opportunity to review and approve Tenants' drawings for submission to the County of Alameda for the permitting process within seven (7) business days of receipt from Tenants. Tenants shall apply for permits within 90 days of Landlords' Notice of Delivery. If Tenants do not apply within 90 days, rent shall start 90 days following Delivery of Premises. If Landlords do not provide Notice of Delivery of Premises within 90 days after execution of this Lease, Tenants shall have the right to terminate this Lease.

(2) Base Rent During Option Term. Upon the commencement of the Option Term, the Base Rent shall be adjusted to equal the then fair market rent for the Premises for the Option Term as of the commencement of the Option Term. The parties shall have thirty (30) days after Tenants receipt of Tenants' notice exercising the option to extend for the Option Term to mutually agree on the Base Rent for the Premises and the amount of annual rental adjustments for the Option Term. If the parties fail to reach agreement during such thirty (30) day period, the fair market rent and the amount of annual rental adjustments for the Option Term shall be determined by appraisal in the manner set forth below. In no event shall the Base Rent for any month of the Option Term be less than one hundred three percent (103%) of the Base Rent payable for the last month of the Initial Term.

In the event it becomes necessary under this Paragraph 6.A.(2) to determine the fair market rent for the Premises and the amount of the annual rental adjustments for the Option Term by appraisal, Landlords and Tenants each shall each, with fifteen (15) days following the expiration of the aforesaid thirty (30) day period, appoint a real estate appraiser who shall be a member of the American Institute of Real Estate Appraisers ("AIREA") and shall have at least five (5) years experience in appraising the rent for warehouse/office properties in San Francisco, California area and who shall not be affiliated with Landlords or Tenants, and such appraisers shall each determine the fair market monthly Base Rent for the Premises taking into account the value of the Premises as

improved (except for improvements made by or paid for by Tenants that Tenants are permitted to remove at the end of the Term under the provisions of this Lease) and prevailing comparable rentals and rental adjustment practices in Alameda County, California area for comparable properties with such improvements of similar age and configuration and a lease term of sixty (60) months. Such appraisers shall, within thirty (30) days after their appointment, complete their appraisals and submit their written appraisal reports to Landlords and Tenants. If the appraisers agree upon the fair market rent for the Premises and the amount of annual rental increases for the Premises for the Option Term, then such agreed upon amounts shall be the Base Rent for the Premises for the Option Term. If the appraisers are unable to agree upon the amount of the fair market rent and/or the amount of annual rental increases for the Premises for the Option Term and if the higher total effective fair market rent for the Premises for the Option Term (i.e., the total of the initial fair market rent and all annual rental increases for the Option Term expressed in total dollars of Base Rent payable during entire the Option Term) established in the two (2) appraisal reports is not more than one hundred five percent (105%) of the lower total effective fair market rent for the Premises for the Option Term, then the total effective fair market rents established in the two appraisal reports shall be added together, the total divided by two (2) and the result divided by sixty (60), and the resulting amount shall be the Base Rent for each month of the Option Term; provided, however, in no event shall the Base Rent for any month of the Option Term be less than one hundred three percent (103%) of the Base Rent payable for the last month of the Initial Term.

If determinations of the two (2) appraisers varies by more than five percent (5%) of the higher rent and/or the total of the annual rental adjustments, then the appraisers, within ten (10) days after submission of the last appraisal report, shall appoint a third appraiser who shall be a member of the AIREA meeting the qualifications set forth in this Paragraph 6.A.(2). Such third appraiser shall, within forty-five (45) days after his or her appointment, determine by appraisal the fair market rent and/or the amount of the annual rental adjustments during the Option Term, and submit his or her written appraisal report to Landlords and Tenants. If a third appraiser is appointed to determine the fair market rent and/or amount of the annual rental adjustments, the fair market rent and/or amounts of the annual rental increases determined by the third appraiser for the Premises shall be controlling, unless (i) the total effective fair market rent determined by the third appraiser is less than the lower total effective fair market rent set forth in the two (2) appraisal reports previously obtained, in which case the total effective fair market rent set forth in the lower of the previously obtained appraisal reports shall be controlling, or (ii) the total effective fair market rent determined by the third appraiser is greater than the higher total effective fair market rent set forth in the two (2) appraisal reports previously obtained, in which case the total effective fair market rent set forth in the higher of the previously obtained appraisal reports shall be controlling; provided, however, in no event shall the Base Rent for any month of the Option Term be less than one hundred three percent (103%) of the Base Rent payable for the last month of the Initial Term. The monthly increments of the controlling total effective fair market rent shall be the Base Rent for each month of the Option Term.

If either Landlords or Tenants fail to appoint an appraiser, or if an appraiser appointed by either of them fails, after his or her appointment, to submit his or her appraisal report within the period required in this Paragraph 6.A.(2), the appraisal submitted by the appraiser properly appointed and timely submitting his or her appraisal report shall be controlling. If the two appraisers appointed by Landlords and Tenants are unable to agree upon the appointment of a third appraiser within the required period in accordance with this Paragraph 6.A.(2), application may be made within twenty (20) days thereafter by either Landlords or Tenants to the office of the AIREA in or nearest to San Francisco, California, which shall appoint a member of said institute willing to serve as appraiser. Each party shall pay the fees and costs of the appraiser appointed by such party and the parties shall each pay fifty percent (50%) of the fees and costs of the third appraiser. Upon the determination of the initial Base Rent and the amounts of the annual rental adjustments during the Option Term, Landlords shall prepare and Landlords and Tenants shall execute an amendment to this Lease extending the term of this Lease for the Option Term and setting forth the schedule of Base Rent payable during the Option Term.

(3) Payment of Base Rent. Base Rent shall be payable without notice or demand in lawful money of the United States, without deduction or offset whatsoever, except as otherwise expressly provided in this Lease, at the address specified in the Basic Lease Information or to such other place as Landlords may from time to time designate in writing. Base Rent for first month for which Base Rent is due shall be paid by Tenants upon Tenants' execution of this Lease. If the obligation for payment of Base Rent commences on other than the first day of a month, then Base Rent shall be prorated and the prorated installment shall be paid on the first day of the calendar month next succeeding the Initial Term Commencement Date.

B. Additional Rent. All monies other than Base Rent required to be paid by Tenants hereunder, including, without limitation, the interest and late charge described in Paragraph 26.D any monies spent by Landlords pursuant to Paragraph 30, and Tenants' Proportionate Share of Basic Operating Cost, as specified in Paragraph 7 of this Lease, shall be considered additional rent ("**Additional Rent**"). As used in this Lease, "**Rent**" shall mean Base Rent and Additional Rent.

7. Insurance and Indemnification.

A. Landlords' Insurance. Landlords agree to maintain property insurance insuring the Building against fire, lightning, vandalism and malicious mischief (including, if Landlords elects, "All Risk" or "Special" coverage, earthquake, and/or flood insurance), in an amount not less than eighty percent (80%) of the replacement cost thereof, with deductibles, forms and endorsements as selected by Landlords in Landlords' sole discretion. Such insurance may also include, at Landlords' option, insurance against loss of Base Rent and Additional Rent, in an amount equal to the amount of Base Rent and Additional Rent

payable by Tenants for a period of at least twelve (12) months commencing on the date of loss. Such insurance shall be for the sole benefit of Landlords and under Landlords' sole control. Landlords shall not be obligated to insure any property, furniture, equipment, machinery, goods or supplies which Tenants may keep or maintain in the Premises, or any leasehold improvements, additions or alterations on or to the Premises. Landlords may also carry such other insurance as Landlords may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Landlords shall determine. Landlords may obtain liability and property insurance for the Building separately, or together with other buildings and improvements under blanket policies of insurance. In such case, Tenants shall be liable for only such portion of the premiums and deductibles for such blanket policies as are available to the Building, as determined by the insurer or Landlords.

B. Tenants' Insurance.

(1) Property Insurance. Tenants shall procure at Tenants' sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the Term, insurance on all personal property and fixtures of Tenants and all improvements made by or for Tenants to the Premises, insuring such property for the full replacement value of such property.

(2) Liability Insurance. Tenants shall procure at Tenants' sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the Term Commercial General Liability and "Assault and Battery" insurance applying to the Premises and the Building, and any part of either, and any areas adjacent thereto, and the business operated by Tenants, subtenants, or by any other person on the Premises. Such insurance shall include Broad Form Contractual Liability insurance coverage insuring all of Tenants' indemnity obligations under this Lease. Such insurance shall have a minimum combined single limit of liability of at least Two Million Dollars (\$2,000,000.00), and a general aggregate limit of at least Two Million Dollars (\$2,000,000.00). All such policies shall be written to apply to all bodily injury, property damage or loss, personal injury and other loss, occurring during the policy period, shall be endorsed to add Landlords and any party holding an interest to which this Lease may be subordinated as an additional insured, and shall provide that such coverage shall be primary and that any insurance maintained by Landlords shall be excess insurance only. Such coverage shall also contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; and (d) providing for coverage of employer's automobile non-ownership liability. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insureds shall not reduce or avoid coverage to the other named insureds. Said coverage shall be written on an "occurrence" basis.

(3) General Insurance Requirements. All coverage described in this Paragraph 7.B. shall be endorsed to provide Landlords with thirty (30) days' notice of cancellation or change in terms. If at any time during the Term the amount or coverage of insurance which Tenants is required to carry under this Paragraph 7.B. is, in Landlords' reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or Tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises, Landlords shall have the right to require Tenants to reasonably increase the amount or change the types of insurance coverage required under this Paragraph 7.B. All insurance policies required to be carried under this Lease shall be written by companies acceptable to Landlords, rated A/VIII or better in "Best's Insurance Guide" and authorized to do business in California. Any deductible amounts under any insurance policies required hereunder shall be subject to Landlords' prior written approval. In any event deductible amounts shall not exceed One Thousand Dollars (\$1,000.00) without Landlords' prior written approval. Tenants shall deliver to Landlords on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expiring policies, certified copies of Tenants' insurance policies, or a certificate evidencing the same issued by the insurer thereunder, showing that all premiums have been paid for the full policy period. In any event, Tenants must provide a certificate or certificates or other proof acceptable to Landlords showing that Landlords is an additional insured on Tenants' liability policies, and that Tenants' insurance is primary to any insurance of Landlords, and Landlords' insurance, if any, shall be excess only. In the event Tenants shall fail to procure any insurance provided for herein, or to deliver policies or certificates, Landlords may, at Landlords' option and in addition to Landlords' other remedies in the event of a default by Tenants hereunder, procure the same for the account of Tenants, and the cost thereof shall be paid to Landlords as Additional Rent.

C. Indemnification. Landlords shall not be liable to Tenants for any injury, loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or for any damage or inconvenience which may arise through repair or alteration of any part of the Building or failure to make any such repair, except as expressly otherwise provided in Paragraph 10. Tenants shall, to the maximum degree permitted by law, indemnify, defend, protect and hold Landlords harmless from and against any and all liabilities, losses, costs, damages, injuries, expenses, claims, judgments and/or settlements, including reasonable attorneys' fees and court costs, arising out of or related to: (1) claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the Premises, or from activities of Tenants, Tenants' Parties or anyone in or about the Premises, wherever occurring; (2) claims for work or labor performed, or for materials or supplies furnished to or at the request of Tenants in connection with performance of any work done for the account of Tenants within the Premises or Building; and (3) claims arising from any breach or default on the part of Tenants in the performance of any covenant contained in this Lease. The sole exception to the foregoing indemnity shall be applicable to claims arising from the sole negligence or willful misconduct of Landlords. The provisions of this Paragraph shall survive the expiration or termination of this Lease. Tenants expressly waive any right to direct the

conduct of the defense of any claim or matter for which Tenants are required to indemnify Landlords. Tenants shall pay all attorneys' fees and costs of Landlords for any indemnified matter as such fees and costs are incurred.

9. Waiver of Subrogation. To the extent permitted by law and without affecting the coverage provided by insurance to be maintained hereunder, Landlords and Tenants each waive any right to recover against the other for: (a) damages for injury to or death of persons; (b) damages to property; (c) damages to the Premises or any part thereof; and (d) claims arising by reason of the foregoing due to hazards covered by insurance to the extent of proceeds recovered therefrom. This provision is intended to waive fully, and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by each party pursuant to this Lease shall include, without limitation, a waiver of subrogation by the carrier which conforms to the provisions of this Paragraph 9. Nothing in this Paragraph 9 shall limit or affect Landlords' rights of indemnity pursuant to Paragraph 7.C.

10. Landlords' Repairs and Services. Landlords shall perform on behalf of Tenants, as an item of Basic Operating Cost, the maintenance of the Building, and public and Common Areas of the Building (if any), including without limitation repair and/or replacement of the roof, pest extermination, the heating, ventilating and air conditioning systems, the landscaped areas, parking areas, driveways, fire sprinkler systems, sanitary and storm sewer lines, utility services, electric and telephone equipment servicing the Building, exterior lighting, and anything which affects the operation and exterior appearance of the Building, which determination shall be at Landlords' sole discretion. Tenants shall reimburse Landlords for Tenants' Proportionate Share of all such costs in accordance with Paragraph 7. Any damage caused by or repairs necessitated by any act of Tenants, including any damage to the paved areas of the Building caused by vehicles exceeding the pavement specifications or excessive transit over paved areas, may be repaired by Landlords and at Tenants' expense. Tenants shall immediately give Landlords written notice of any defect or need of repairs after which Landlords shall have a reasonable opportunity to repair it. Landlords' liability with respect to any defects, repairs, or maintenance for which Landlords is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance.

11. Tenants' Repairs. Tenants shall at Tenants' expense maintain all parts of the Premises in a good, clean and secure condition and promptly make all necessary repairs and replacements, including without limitation all windows, glass, doors, walls and wall finishes, floor covering, truck doors, dock bumpers, dock plates and revelers, plumbing work and fixtures, downspouts, electrical and lighting systems, and fire sprinklers. Tenants shall at Tenants' expense also perform regular removal of trash and debris. Tenants shall, at Tenants' own expense, enter into a regularly scheduled preventive maintenance/ service contract with a maintenance contractor for servicing all hot water systems and equipment within or serving the Premises. Landlords must approve the maintenance contractor and the contract. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective and a copy thereof delivered to Landlords within thirty (30) days after the Term Commencement Date. Tenants shall not damage any demising wall or disturb the integrity and support provided by any demising wall and shall, at its sole expense, immediately repair any damage to any demising wall caused by Tenants or Tenants' Parties.

12. Alterations. Tenants shall not make, or allow to be made, any alterations or physical additions in, about or to the Premises without obtaining the prior written consent of Landlords, which consent shall not be unreasonably withheld with respect to proposed alterations and additions which: (a) comply with all applicable laws, ordinances, rules and regulations; (b) are in Landlords' opinion compatible with the Building and its mechanical, plumbing, electrical, heating/ventilation/air conditioning systems; and (c) will not interfere with the use and occupancy of any other portion of the Building by any other Tenants or its invitees. Specifically, but without limiting the generality of the foregoing, Landlords shall have the right of written consent for all plans and specifications for the proposed alterations or additions, construction means and methods, all appropriate permits and licenses, any contractor or subcontractor to be employed on the work of alteration or additions, and the time for performance of such work. Tenants shall also supply to Landlords any documents and information reasonably requested by Landlords in connection with Landlords' consideration of a request for approval hereunder. Tenants shall reimburse Landlords for all costs which Landlords may incur in connection with granting approval to Tenants for any such alterations and additions, including any costs or expenses which Landlords may incur in electing to have outside architects and engineers review said plans and specifications. All such alterations, physical additions or Improvements shall remain the property of Tenants until termination of this Lease, at which time they shall be and become the property of Landlords; provided, however, that at the time Landlords consents to any such alteration or addition Landlords may, at Landlords' option, require that Tenants, at Tenants' expense, remove any or all alterations, additions, improvements and partitions made by Tenants and restore the Premises by the termination of this Lease, whether by lapse of time, or otherwise, to their condition existing prior to the construction of any such alterations, additions, partitions or leasehold improvements. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to cause any damage to the Premises or Building whatsoever. If Tenants fails to so remove such alterations, additions, improvements and partitions or Tenants' trade fixtures or furniture, Landlords may keep and use them or remove any of them and cause them to be stored or sold in accordance with applicable law, at Tenants' sole expense. In addition to and wholly apart from Tenants' obligation to pay Tenants' Proportionate Share of Basic Operating Cost, Tenants shall be responsible for and shall pay prior to delinquency any taxes or governmental service fees, possessory interest taxes, fees or charges in lieu of any such taxes, capital levies, or other charges imposed upon, levied with respect to or assessed against Tenants' personal property, on the value of the alterations, additions or improvements within the Premises, and on Tenants' interest pursuant to this Lease, during or applicable to the period of the Term of this Lease. To

the extent that any such taxes are not separately assessed or billed to Tenants, Tenants shall pay the amount thereof as invoiced to Tenants by Landlords.

Subject to approval by the County of Alameda, Tenants may set up outdoor seating in a mutually agreeable location at no additional rent or charges. Tenants must maintain the Outdoor Seating Area which shall include, without limitation, daily cleaning and pressure washing on a regular basis.

13. Signs. Pursuant to the terms contained in this paragraph, Tenants may install signs in, on and about the Premises to the maximum extent permitted by applicable law. Tenants shall have the right to install signage on any monument/pylon sign at no additional charge. Tenants shall bear all costs and fees associated with installation of a sign in, on and about the Premises. All signs, notices and graphics of every kind or character, visible in or from public view or corridors, the Common Areas or the exterior of the Premises, shall be subject to Landlords' prior written approval. Tenants shall not place or maintain any banners whatsoever or any window decor in or on any exterior window or window fronting upon any Common Areas or service area or upon any truck doors or man doors without Landlords' prior written approval. Any installation of signs or graphics on or about the Premises and Building shall be subject to any applicable governmental laws, ordinances, regulations and to any other requirements imposed by Landlords. Tenants shall remove all such signs and graphics prior to the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Premises, Building and any other improvements contained therein, and Tenants shall repair any injury or defacement, including without limitation, discoloration caused by such installation or removal.

14. Inspection/Posting Notices. After reasonable notice, except in emergencies where no such notice shall be required, Landlords, and Landlords' agents and representatives, shall have the right to enter the Premises to inspect the same, to clean, to perform such work as may be permitted or required hereunder, to make repairs or alterations to the Premises or Building or to other Tenants spaces therein, to deal with emergencies, to post such notices as may be permitted or required by law to prevent the perfection of liens against Landlords' interest in the Building or to exhibit the Premises to prospective Tenants, purchasers, encumbrancers or others, or for any other purpose as Landlords may deem necessary or desirable; provided, however, that Landlords shall use reasonable efforts not to unreasonably interfere with Tenants' business operations. Tenants shall not be entitled to any abatement of Rent by reason of the exercise of any such right of entry. At any time within six (6) months prior to the end of the Term, Landlords shall have the right to erect on the Premises and/or Building a suitable sign indicating that the Premises are available for lease. Tenants shall give written notice to Landlords at least thirty (30) days prior to vacating the Premises and shall meet with Landlords for a joint inspection of the Premises at the time of vacating. In the event of Tenants' failure to give such notice or participate in such joint inspection, Landlords' inspection at or after Tenants' vacating the Premises shall conclusively be deemed correct for purposes of determining Tenants' responsibility for repairs and restoration.

15. Utilities. Tenants shall pay directly for all water, gas, heat, air conditioning, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto, and maintenance charges for utilities and shall furnish all electric light bulbs, ballasts and tubes. If any such services are not separately metered to Tenants, Tenants shall pay a reasonable proportion, as determined by Landlords, of all charges jointly serving other premises. Landlords shall not be liable for any damages directly or indirectly resulting from nor shall the Rent or any monies owed Landlords under this Lease herein reserved be abated by reason of: (a) the installation, use or interruption of use of any equipment used in connection with the furnishing of any such utilities or services; (b) the failure to furnish or delay in furnishing any such utilities or services when such failure or delay is caused by acts of God or the elements, labor disturbances of any character, or any other accidents or other conditions beyond the reasonable control of Landlords; or (c) the limitation, curtailment, rationing or restriction on use of water, electricity, gas or any other form of energy or any other service or utility whatsoever serving the Premises or Building. Landlords shall be entitled to cooperate voluntarily and in a reasonable manner with the efforts of national, state or local governmental agencies or utility suppliers in reducing energy or other resource consumption. The obligation to make services available hereunder shall be subject to the limitations of any such voluntary, reasonable program.

16. Subordination. Without the necessity of any additional document being executed by Tenants for the purpose of effecting a subordination, the Lease shall be subject and subordinate at all times to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Premises and/or the land upon which the Premises and Building are situated, or both; and (b) any mortgage or deed of trust which may now exist or be placed upon said Building, land, ground leases or underlying leases, or Landlords' interest or estate in any of said items which is specified as security. Notwithstanding the foregoing, Landlords shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases or any such liens to this Lease. In the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenants shall, notwithstanding any subordination, attorn to and become the Tenants of the successor in interest to Landlords at the option of such successor in interest. Within ten (10) days after request by Landlords, Tenants shall execute and deliver any additional documents evidencing Tenants' attornment or the subordination of this Lease with respect to any existing or future ground leases or underlying leases or any such mortgage or deed of trust, in the form requested by Landlords or by any ground Landlords, mortgagee, or beneficiary under a deed of trust.

17. Financial Statements. At the request of Landlords, Tenants shall provide to Landlords Tenants' current financial statement or other information discussing financial worth of Tenants, which Landlords shall use solely for purposes of this Lease and

in connection with the ownership, management and disposition of the Building.

18. Estoppel Certificate. Tenants agree from time to time, within ten (10) days after request of Landlords, to deliver to Landlords, or Landlords' designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which Rent has been paid, the unexpired portion of this Lease, and such other matters pertaining to this Lease as may be reasonably requested by Landlords. Failure by Tenants to execute and deliver such certificate shall constitute an acceptance of the Premises and acknowledgment by Tenants that the statements included are true and correct without exception. Landlords and Tenants intend that any statement delivered pursuant to this Paragraph may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Building or any interest therein. The parties agree that Tenants' obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlords' execution of the Lease, and shall be an event of default if Tenants fails to fully comply.

19. Security Deposit. Tenants agree to deposit with Landlords upon execution of this Lease, a Security Deposit in the amount specified in the Basic Lease Information, which sum shall be held by Landlords, without obligation for interest, as security for the full and timely performance of Tenants' covenants and obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of damages incurred by Landlords in case of Tenants' default. Upon the occurrence of any event of default by Tenants, Landlords may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of Rent or other payments due to Landlords hereunder, and any other damage, injury, expense or liability caused by such event of default, and Tenants shall pay to Landlords, on demand, the amount so applied in order to restore the Security Deposit to its original amount. Although the Security Deposit shall be deemed the property of Landlords, any remaining balance of such deposit shall be returned by Landlords to Tenants at such time after termination of this Lease that all of Tenants' obligations under this Lease have been fulfilled. Landlords may use and commingle the Security Deposit with other funds of Landlords. Tenants waive the provisions of California Civil Code Section 1950.7 and any other present or future law, statute or ordinance regarding security deposits held under commercial leases, and agrees that the provisions of this Paragraph 19 shall solely govern the rights and obligations of Landlords and Tenants regarding the Security Deposit.

20. Tenants' Remedies. The liability of Landlords to Tenants for any default by Landlords under the terms of this Lease are not personal obligations of the individual or other partners, directors, officers and shareholders of Landlords, and Tenants agrees to look solely to Landlords' interest in the Building for the recovery of any amount from Landlords, and shall not look to other assets of Landlords nor seek recourse against the assets of the individual or other partners, directors, officers and shareholders of Landlords. Any lien obtained to enforce any such judgment and any levy of execution thereon shall be subject and subordinate to any lien, mortgage or deed of trust on the Building.

21. Assignment and Subletting.

A. General. Tenants shall not assign this Lease or sublet the Premises or any part thereof without Landlords' prior written approval except as provided herein. If Tenants desires to assign this Lease or sublet any or all of the Premises, Tenants shall give Landlords written notice thirty (30) days prior to the anticipated effective date of the assignment or sublease. Landlords shall then have a period of thirty (30) days following receipt of such notice to notify Tenants in writing that Landlords elects either: (1) to terminate this Lease as to the space so affected as of the date so requested by Tenants, (2) to permit Tenants to assign this Lease or sublet such space to the proposed assignee or subtenants, or (3) to withhold or deny consent to the proposed assignment or sublet on any of the basis set forth in this Paragraph 21 or any other reasonable basis; provided, however, that if Landlords elect to terminate this Lease as provided in sub-item (1) above, then Tenants shall have the right to withdraw Tenants' written notice of the proposed assignment or subletting by written notice given to Landlords within five (5) days after receipt by Tenants of Landlords' notice election to terminate. If Landlords do not exercise the option to terminate this Lease as provided in subitem (1) above, Landlords' consent to a proposed assignment or sublet shall not be unreasonably withheld. Without limiting the other instances in which it may be reasonable for Landlords to withhold Landlords' consent to an assignment or subletting, Landlords and Tenants acknowledge that it shall be reasonable for Landlords to withhold Landlords' consent in the following instances: (i) the use of the Premises by such proposed assignee or subtenants would not be a permitted use or would increase the Parking Density of the Building; (ii) the proposed assignee or subtenants is not of sound financial condition; (iii) the proposed assignee or subtenants is a governmental agency; (iv) the proposed assignee or subtenant does not have a good reputation as a Tenants of property; (v) the proposed assignee or subtenant is a person with whom Landlords are negotiating to lease space in the Building; (vi) the assignment or subletting would entail any alterations which would lessen the value of the leasehold improvements in the Premises; (vii) if Tenants are in default of any obligation of Tenants under this Lease, or (viii) Tenants have defaulted under this Lease on three (3) or more occasions during any twelve (12) months preceding the date that Tenants shall request consent. Failure by Landlords to approve a proposed assignee or subtenants shall not cause a termination of this Lease or grounds for any claim by Tenants against Landlords. The consent of Landlords to any assignment or subletting shall be in the form and substance required by Landlords and may require execution by Tenants and the assignee or sublessee. Upon a termination under this Paragraph 21.A., Landlords may lease the Premises to any party, including parties with whom Tenants have negotiated an assignment or sublease, without incurring any liability to Tenants. No assignee or sublessee shall have a right further to assign or sublet, except with the consent of Landlords as required in this Paragraph 21.

B. Transferee Information Required. If Tenants desire to assign its interest in this Lease or sublet the Premises, or transfer any interest of Tenants therein, or permit the use of the Premises by another party (hereinafter collectively referred to as a "Transfer"), Tenants shall give Landlords at least thirty (30) days prior written notice of the proposed Transfer and of the terms of such proposed Transfer, including, without limitation, the name and legal composition of the proposed transferee, a financial statement of the proposed transferee, the nature of the proposed transferee's business to be carried on in the Premises (including a list of the type and quantities of all Hazardous Materials to be used by the transferee on the Premises), the payment to be made or other consideration to be given to Tenants on account of the Transfer, and such other pertinent information as may be reasonably requested by Landlords, all in sufficient detail to enable Landlords to evaluate the proposed Transfer and the prospective transferee. For purposes of the Lease, any sale or transfer of capital stock, including redemption or issuance of additional stock of any class, will not be deemed an assignment, subletting or transfer of the Lease.

C. Bonus Rent. All Rent or other consideration realized by Tenants under any such sublease or assignment in excess of the Rent payable hereunder, after amortization of a reasonable brokerage commission, shall be paid to Landlords. In any subletting or assignment undertaken by Tenants, Tenants shall diligently seek to obtain the maximum rental amount available in the marketplace for such subletting or assignment.

D. Corporation. If Tenants are a corporation, a transfer of corporate shares by sale, assignment, bequest, inheritance, operation of law or other disposition (including such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency or other proceedings), so as to result in a change in the present control of such corporation or any of its parent corporations by the person or persons owning a majority of said corporate shares, shall constitute an assignment for purposes of this Lease.

E. Partnership. If Tenants are a partnership, joint venture or other business form, a transfer of the interest of persons, firms or entities responsible for managerial control of Tenants by sale, assignment, bequest, inheritance, operation of law or other disposition, so as to result in a change in the present control of said entity and/or a change in the identity of the persons responsible for the general credit obligations of said entity shall constitute an assignment for all purposes of this Lease.

F. Liability. No assignment or subletting by Tenants shall relieve Tenants of any obligation under this Lease. Any assignment or subletting which conflicts with the provisions hereof shall be void.

22. Authority of Parties. Landlords represent and warrant that it has full right and authority to enter into this Lease and to perform all of Landlords' obligations hereunder. Tenants represent and warrant that it has full right and authority to enter into this Lease and to perform all of Tenants' obligations hereunder.

23. Condemnation.

A. Condemnation Resulting in Termination. If the whole or any substantial part of the Building of which the Premises are a part should be taken or condemned for any public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the Permitted Use of the Premises, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises shall have occurred.

B. Condemnation Not Resulting in Termination. If a portion of the Building of which the Premises are a part should be taken or condemned for any public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in Paragraph 23.A. above, this Lease shall not terminate, but the Rent payable hereunder during the unexpired portion of the Lease shall be reduced, beginning on the date when the physical taking shall have occurred, in the proportion that the square foot area of that portion of the Premises so taken bears to the original square footage of the Premises.

C. Award. Landlords shall be entitled to any and all payment, income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such taking or conveyance and Tenants shall have no claim against Landlords or otherwise for the value of any unexpired portion of this Lease. Notwithstanding the foregoing, any compensation specifically awarded Tenants for loss of business, Tenants' personal property, moving costs or loss of goodwill, shall be and remain the property of Tenants.

24. Casualty Damage.

A. General. If the Premises or Building should be damaged or destroyed by fire, tornado or other casualty, Tenants shall give prompt written notice thereof to Landlords. Within sixty (60) days after Landlords' receipt of such notice, Landlords shall notify Tenants whether in Landlords' opinion such repairs can reasonably be made: (1) within ninety (90) days; (2) in more than ninety (90) days but in less than one hundred eighty (180) days; or (3) in more than one hundred eighty (180) days. Landlords' determination shall be binding on Tenants.

B. Less Than 90 Days. If the Premises or Building should be damaged by fire, tornado or other casualty but only to such extent that rebuilding or repairs can in Landlords' reasonable estimation be completed within ninety (90) days, this Lease shall not terminate, and provided that insurance proceeds are available to fully repair the damage, Landlords shall proceed to rebuild and repair the Premises to substantially the condition in which they existed prior to such damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenable in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy.. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

C. Greater Than 90 Days But Less Than 180 Days. If the Premises or Building should be damaged by fire, tornado or other casualty but only to such extent that rebuilding or repairs can in Landlords' reasonable estimation be completed in more than ninety (90) days but in less than one hundred eighty (180) days, then Landlords shall have the option of either: (1) terminating the Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of the Lease; or (2) electing to rebuild or repair the Premises to substantially the condition in which they existed prior to such damage, provided that insurance proceeds are available, to fully repair the damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Landlords shall give Tenants written notice of Landlords' election of within sixty (60) days after receipt of Tenants' written notice of the damage. If Landlords elects to rebuild or repair, then Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenable in whole or in part following such damage, the Rent payable under this Lease during the period in which the Premises are untenable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

D. Greater Than 180 Days. If the Premises or Building should be so damaged by fire, tornado or other casualty that rebuilding or repairs cannot in Landlords' estimation be completed within one hundred eighty (180) days, then Landlords shall have the option of either: (1) terminating the Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of the Lease; or (2) electing to rebuild or repair the Premises to substantially the condition in which they existed prior to such damage, provided that insurance proceeds are available, to fully repair the damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Landlords shall give Tenants written notice of Landlords' election of within sixty (60) days after receipt of Tenants' written notice of the damage. If Landlords elects to rebuild or repair, then Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenable in whole or in part following such damage, the Rent payable under this Lease during the period in which the Premises are untenable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

E. Tenants' Fault. If the Premises or any other portion of the Building are damaged by fire or other casualty resulting from the fault, negligence, or breach of this Lease by Tenants or any of Tenants' Parties, Base Rent and Additional Rent shall not be diminished during the repair of such damage, Tenants shall be liable to Landlords for the cost and expense of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by insurance proceeds and Tenants shall have no right to terminate this Lease pursuant to this Paragraph 24.

F. Uninsured Casualty. Notwithstanding anything herein to the contrary, in the event that the Premises or Building are damaged or destroyed and are not fully covered by the insurance proceeds received by Landlords or in the event that the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then in either case Landlords shall have the right to terminate this Lease by delivering written notice of termination to Tenants within thirty (30) days after the date of notice to Landlords that said damage or destruction is not fully covered by insurance or such requirement is made by any such holder, as the case may be, whereupon all rights and obligations

hereunder shall cease and terminate.

G. Waiver. Tenants waives the provisions of Sections 1932(a), 1933(4), 1941 and 1942 of the Civil Code of California and of any other present or future law, statute or ordinance relating to the rights of a Tenants to terminate a commercial lease in the event the leased premises are damaged or destroyed, and agrees that in the event of damage or destruction of the Premises the rights and obligations of Tenants shall be solely governed by this Paragraph 24.

25. Holding Over. If Tenants shall retain possession of the Premises or any portion thereof without Landlords' consent following the expiration of the Lease or sooner termination for any reason, then Tenants shall pay to Landlords for each day of such retention one hundred fifty percent (150%) the amount of the daily rental as of the last month prior to the date of expiration or termination. Tenants also shall indemnify, defend, protect and hold Landlords harmless from any loss, liability, cost and expense, including, to the maximum degree permissible by law, reasonable attorneys' fees, demands, causes of action, claims, judgments and/or settlements directly or indirectly resulting from delay by Tenants in surrendering the Premises, including, without limitation, any claims made by any succeeding Tenants founded on such delay. Acceptance of Rent by Landlords following expiration or termination shall not constitute a renewal of this Lease, and nothing contained in this Paragraph 25 shall waive Landlords' right of reentry or any other right. Unless Landlords consents in writing to Tenants' holding over, Tenants shall be only a Tenants at sufferance, whether or not Landlords accepts any Rent from Tenants while Tenants is holding over without Landlords' written consent. Additionally, in the event that upon termination of the Lease, Tenants has not fulfilled its obligation with respect to repairs and cleanup of the Premises or any other Tenants obligations as set forth in this Lease, then Landlords shall have the right to perform any such obligations as it deems necessary at Tenants' sole cost and expense, and any time required by Landlords to complete such obligations shall be considered a period of holding over and the terms of this Paragraph 25 shall apply.

26. Default.

A. Events of Default. The occurrence of any of the following shall constitute an event of default on the part of Tenants:

(1) Abandonment. Abandonment of the Premises for a continuous period in excess of ten (10) days. Tenants waives any right to notice Tenants may have under Section 1951.3 of the Civil Code of the State of California, the terms of this Paragraph 26.A. being deemed such notice to Tenants as required by said Section 1951.3.

(2) Nonpayment of Rent. Failure to pay any installment of Rent or any other amount due and payable hereunder upon the date when said payment is due.

(3) Other Obligations. Failure to perform any obligation, agreement or covenant under this Lease other than those matters specified in subparagraphs (1) and (2) of this Paragraph 26.A., such failure continuing for fifteen (15) days after written notice of such failure.

(4) General Assignment. A general assignment for the benefit of creditors by Tenants.

(5) Bankruptcy. The filing of any voluntary petition in bankruptcy by Tenants, or the filing of an involuntary petition against Tenants by the creditors of Tenants, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenants has the right to affirm this Lease and continue to perform the obligations of Tenants hereunder, such trustee or Tenants shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenants hereunder outstanding as of the date of the affirmance of this Lease and provide to Landlords such adequate assurances as may be necessary to ensure Landlords of the continued performance of Tenants' obligations under this Lease.

(6) Receivership. The employment of a receiver to take possession of substantially all of the assets of Tenants or the Premises if such appointment remains undismissed or undischarged for a period of ten (10) days after the order therefor.

(7) Attachment. The attachment, execution or other judicial seizure of all or substantially all of the assets of Tenants or the Premises if such attachment or other seizure remains undismissed or undischarged for a period of ten (10) days after the levy thereof.

B. Remedies Upon Default.

(1) Termination. In the event of the occurrence of any event of default, Landlords shall have the right to give a written termination notice to Tenants, and on the date specified in such notice, Tenants' right to possession shall terminate, and this Lease shall terminate unless on or before such date all arrears of rental and all other sums payable by Tenants under this Lease and all costs and expenses incurred by or on behalf of Landlords hereunder shall have been paid by Tenants and

all other events of default of this Lease by Tenants at the time existing shall have been fully remedied to the satisfaction of Landlords. At any time after such termination, Landlords may recover possession of the Premises or any part thereof and expel and remove therefrom Tenants and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlords may have under this Lease, or at law or equity by reason of Tenants' default or of such termination. Without limiting the rights and remedies of Landlords in the event of a default by Tenants, Landlords may exercise all rights and remedies of a Landlords under Section 1951.2 of the Civil Code of the State of California (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations) or any successor code section.

(2) Continuation After Default. Even though an event of default may have occurred, this Lease shall continue in effect for so long as Landlords does not terminate Tenants' right to possession under Paragraph 26.B.(l) hereof, and Landlords may enforce all of Landlords' rights and remedies under this Lease, including without limitation, the right to recover Rent as it becomes due. Acts of maintenance, preservation or efforts to lease the Premises or the appointment of a receiver upon application of Landlords to protect Landlords' interest under this Lease shall not constitute an election to terminate Tenants' right to possession. Without limiting the rights and remedies of Landlords in the event of a default by Tenants, Landlords, without terminating this Lease, may exercise all of the rights and remedies of a Landlords under Section 1951.4 of the Civil Code of the State of California or any successor code section. Landlords may re-enter the Premises by summary proceedings or otherwise, remove all persons and property from the Premises without liability to any person for damage sustained by reason of such removal, and relet the Premises at such rental and upon such terms and conditions as Landlords in its sole discretion may deem advisable. Landlords may store any property of Tenants in a public warehouse or elsewhere, at Tenants' expense, or otherwise dispose of such property in any manner provided by law. In the event Landlords re-enters the Premises, Tenants shall remain liable for the Rent and all other sums payable under this Lease, plus the reasonable cost of obtaining possession of and reletting the Premises, including, without limitation, any repairs and alterations necessary to prepare the Premises for reletting and brokerage commissions, less the rents actually received from such reletting. To the fullest extent permitted by law, all rent and other consideration received by Landlords upon any reletting shall be applied: first, to the costs of reletting; second, to the payment of any accrued, unpaid Additional Rent; third, to the payment of accrued, unpaid Base Rent; and fourth, the residue, if any, shall be held by Landlords and applied to the payment of other obligations of Tenants to Landlords as the same become due, with any remaining residue, if any, to be retained by Landlords. Any and all deficiencies so payable by Tenants shall be paid monthly on the date provided in this Lease for the payment of Base Rent. No such re-entry or taking of possession of the Premises by Landlords shall constitute an election on the part of Landlords to terminate this Lease unless specific written notice of such termination is given to Tenants.

C. Damages After Default. Should Landlords terminate this Lease pursuant to the provisions of Paragraph 26.B.(l) hereof, Landlords shall have the rights and remedies of a Landlords provided by Section 1951.2 of the Civil Code of the State of California, or successor code sections. Upon such termination, in addition to any other rights and remedies to which Landlords may be entitled under applicable law, Landlords shall be entitled to recover from Tenants: (1) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination, (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenants proves could have been reasonably avoided. (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenants proves could be reasonably avoided; and (4) any other amount necessary to compensate Landlords for all the detriment proximately caused by Tenants' failure to perform Tenants' obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in items (1) and (2), above shall be computed at the lesser of the "prime rate," as announced from time to time by Wells Fargo Bank, N.A. (San Francisco), plus five (5) percentage points, or the maximum interest rate allowed by law ("**Applicable Interest Rate**"). The "worth at the time of award" of the amount referred to in item (3) above shall be computed by discounting such amount at the Federal Discount Rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

D. Late Charge. If any installment of Rent is not received by Landlords within five (5) days after the date when due, such amount shall bear interest at the Applicable Interest Rate from the date on which said payment shall be due until the date on which Landlords shall receive said payment. In addition, Tenants shall pay Landlords a late charge equal to five percent (5%) of the delinquent amount, to compensate Landlords for the loss of the use of the amount not paid and the administrative costs caused by the delinquency, the parties agreeing that Landlords' damage by virtue of such delinquencies would be difficult to compute and the amount stated herein represents a reasonable estimate thereof. This provision shall not relieve Tenants of Tenants' obligation to pay Rent at the time and in the manner herein specified.

E. Remedies Cumulative. Landlords shall have all rights and remedies available at law or in equity to redress any event of default by Tenants. All rights, remedies, privileges and elections by Landlords are cumulative and not alternative to the extent permitted by law.

27. Liens. Tenants shall keep the Premises free from liens arising out of or related to work performed, materials or supplies furnished or obligations incurred by Tenants or in connection with work made, suffered or done by or on behalf of Tenants in or on the Premises or Building. In the event that Tenants shall not, within ten (10) days following the imposition of any such lien,

cause the same to be released of record by payment or posting of a proper bond, Landlords shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as Landlords shall deem proper, including payment of the claim giving rise to such lien. All sums paid by Landlords on behalf of Tenants and all expenses incurred by Landlords in connection therefor shall be payable to Landlords by Tenants on demand with interest at the Applicable Interest Rate. Landlords shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlords shall deem proper, for the protection of Landlords, the Premises, the Building and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenants shall give Landlords not less than ten (10) business days prior written notice of the commencement of any work in the Premises or Building which could lawfully give rise to a claim for mechanics' or materialmen's liens.

28. NONE.

29. Transfers by Landlords. In the event of a sale or conveyance by Landlords of the Building or a foreclosure by any creditor of Landlords, the same shall operate to release Landlords from any liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenants, to the extent required to be performed after the passing of title to Landlords' successor-in-interest. In such event, Tenants agrees to look solely to the responsibility of the successor-in-interest of Landlords under this Lease with respect to the performance of the covenants and duties of "Landlords" to be performed after the passing of title to Landlords' successor-in-interest. This Lease shall not be affected by any such sale and Tenants agree to attorn to the purchaser or assignee. Landlords' successor(s)-in-interest shall not have liability to Tenants with respect to the failure to perform all of the obligations of "Landlords", to the extent required to be performed prior to the date such successor(s)-in-interest became the owner of the Building.

30. Right of Landlords to Perform Tenants' Covenants. All covenants and agreements to be performed by Tenants under any of the terms of this Lease shall be performed by Tenants at Tenants' sole cost and expense and without any abatement of Rent. If Tenants shall fail to pay any sum of money, other than Base Rent and Basic Operating Cost, required to be paid by Tenants hereunder or shall fail to perform any other act on Tenants' part to be performed hereunder, and such failure shall continue for five (5) days after written notice thereof by Landlords, Landlords may, but shall not be obligated to do so, and without waiving or releasing Tenants from any obligations of Tenants, make any such payment or perform any such act on Tenants' part to be made or performed. All sums, so paid by Landlords and all necessary incidental costs together with interest thereon at the Applicable Interest Rate from the date of such payment by Landlords shall be payable to Landlords on demand, and Tenants covenants to pay such sums, and Landlords shall have, in addition to any other right or remedy of Landlords, the same right and remedies in the event of the non-payment thereof by Tenants as in the case of default by Tenants in the payment of Base Rent and Basic Operating Cost.

31. Waiver. If either Landlords or Tenants waive the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of Rent by Landlords shall not constitute a waiver of any preceding breach by Tenants of any term, covenant or condition of this Lease, regardless of Landlords' knowledge of such preceding breach at the time Landlords accepted such Rent. Failure by Landlords to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or to decrease the right of Landlords to insist thereafter upon strict performance by Tenants. Waiver by Landlords of any term, covenant or condition contained in this Lease may only be made by a written document signed by Landlords.

32. Notices. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements with reference to sending, mailing or delivery of any notice or the making of any payment by Landlords or Tenants to the other shall be deemed to be complied with when and if the following steps are taken:

A. Rent. All Rent and other payments required to be made by Tenants to Landlords hereunder shall be payable to Landlords at the address set forth in the Basic Lease Information, or at such other address as Landlords may specify from time to time by written notice delivered in accordance herewith. Tenants' obligation to pay Rent and any other amounts to Landlords under the terms of this Lease shall not be deemed satisfied until such Rent and other amounts have been actually received by Landlords.

B. Other. All notices, demands, consents and approvals which may or are required to be given by either party to the other hereunder shall be in writing and either personally delivered, sent by commercial overnight courier, or mailed, certified or registered, postage prepaid, and addressed to the party to be notified at the address for such party as specified in the Basic Lease Information or to such other place as the party to be notified may from time to time designate by at least fifteen (15) days notice to the notifying party. Notices shall be deemed served upon receipt or refusal to accept delivery. Tenants appoints as its agent to receive the service of all default notices and notice of commencement of unlawful detainer proceedings the person in charge of or apparently in charge of occupying the Premises at the time, and, if there is no such person, then such service may be made by attaching the same on the main entrance of the Premises. Notices given to Tenants after the Term Commencement Date shall be given to Tenants at the address of the Premises.

33. Attorneys' Fees. In the event that Landlords places the enforcement of this Lease, or any part thereof, or the

collection of any Rent due, or to become due hereunder, or recovery of possession of the Premises in the hands of an attorney, Tenants shall pay to Landlords, upon demand, Landlords' reasonable attorneys' fees and court costs. In any action which Landlords or Tenants brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party including reasonable attorneys' fees, to be fixed by the court, and said costs and attorneys' fees shall be a part of the judgment in said action.

34. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of Landlords, its successors and assigns, and shall be binding upon and inure to the benefit of Tenants, its successors, and to the extent assignment is approved by Landlords hereunder, Tenants' assigns.

35. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlords, Landlords shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Landlords.

36. No Brokerage Commission. Landlords and Tenants each acknowledge that there is no broker representing either of them in this matter.

37. Waiver of Jury Trial. Landlords and Tenants each acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights to trial by jury, and each party does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Lease, Tenants' use of occupancy of the Premises and/or any claim of injury or damage.

38. Surrender. Tenants agrees that on the last day of the Term, or on the sooner termination of this Lease, Tenants shall surrender the Premises to Landlords (a) in good condition and repair (damage by acts of God, fire, normal wear and tear and performance of Landlords' obligations under this Lease excepted), but with all interior walls repaired and touch painted, all floors cleaned, all non-working light bulbs and ballasts replaced and all roll-up doors, docks, dock levelers and plumbing fixtures in good condition and working order, (b) "broom clean", free of trash, debris and the personal property of Tenants, and (c) free of all Hazardous Materials used, generated, stored or disposed of on or about the Premises or the Building by Tenants or Tenants' Parties. Normal wear and tear shall not include any damage or deterioration to the floors of the Premises arising from the use of forklifts in, on or about the Premises, and any damage or deterioration that would have been prevented by proper maintenance by Tenants, or Tenants otherwise performing all of its obligations under this Lease. On or before the expiration or sooner termination of this Lease Tenants shall remove, at Tenants' expense, (i) all of Tenants' furniture, movable fixtures, equipment, inventory and other personal property and Tenants' signage from the Premises and the Building and repair any damage caused by such removal, (ii) all alterations, additions and improvements made to the Premises by Tenants to which Landlords consented and required their removal pursuant to Paragraph 12 and repair all damage to the Premises caused by such removal, and (iii) all alterations, additions and improvements made to the Premises by Tenants without Landlords' consent pursuant to Paragraph 12 and repair all damage to the Premises caused by such removal. Any of Tenants' furniture, movable fixtures, equipment, inventory and other personal property not so removed by Tenants as required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlords at Tenants' expense, and Tenants waives all claims against Landlords for any damages resulting from Landlords' retention and disposition of such property; provided, however, that Tenants shall remain liable to Landlords for all costs incurred in storing and disposing of such abandoned property of Tenants. All alterations, additions and improvements made to the Premises by Tenants except those that Landlords require Tenants to remove shall remain in the Premises as the property of Landlords. Notwithstanding the foregoing to the contrary, if this Lease is terminated before the scheduled end of the Term for any reason other than a breach or default by Tenants under this Lease, then Landlords shall provide Tenants with written notice requiring Tenants, at Tenants' expense, to remove any or all alterations, additions and improvements made to the Premises by Tenants and to repair any damage caused by such removal, such written notice to be given to Tenants by Landlords within thirty (30) days after the date of such termination.

39. Miscellaneous.

A. General. The term "Tenants" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their respective successors, executors, administrators and permitted assigns, according to the context hereof.

B. Time. Time is of the essence regarding this Lease and all of its provisions.

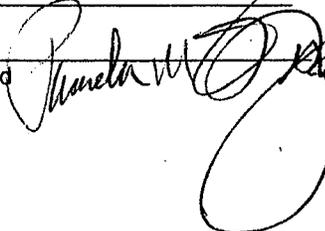
C. Choice of Law. This Lease shall in all respects be governed by the laws of the State of California.

constituting Tenants or which may own or control Tenants or which may be owned or controlled by Tenants are not (i) in violation of any laws relating to terrorism or money laundering, and/or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tlisdn.pdf> or any replacement website or other replacement official publication of such list.

P. **Confidentiality.** Landlords and Tenants will maintain all information in confidence and will not disclose such information to any other party without written consent. Confidential Information may be released to the parties' attorneys, employees, partners, consultants and lenders who have a reasonable need for such confidential information, provided that such individuals/entities agree to maintain the confidential nature of the information.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORDS

By: 
KAI ENG, Landlord
By: 
PAM ENG, Landlord

TENANTS

By: 
JASON M. BRADFORD, Tenant
Name: JASON M BRADFORD
Title: OWNER

By: 
CHRISTOPHER M. NEWELL, Tenant
Name: Christopher M Newell
Title: owner

By: 
DAVINA A. DICKENS, Tenant
Name: Davina A Dickens
Title: Owner

LEASE AGREEMENT

By and Between

KAI ENG

As Landlords

And

Tenant Name: Sivatha Thach Canhnha Thach

As Tenants

Dated: Month May 1, 2016

BASIC LEASE INFORMATION

LEASE DATE:	May 1, 2016
TENANTS:	

TENANTSS' ADDRESS:	<u>Before Term Commencement Date:</u> _____	
	<u>From and After Term Commencement Date:</u> 815A Washington Street Oakland, California 94607	
LANDLORDSS:	KAI ENG	
LANDLORDS'S ADDRESS:	805 Waqshington Street, Oakland Ca. 94607	
BUILDING IN WHICH THE PREMISES ARE LOCATED:	815A Washington Street, Oakland, California 94607	
PREMISES:	815A Washington St., California 94607, Story front only-basement excluded, said premises to be used as a Nial Salon.	
PERMITTED USE:	Nial Salon must be operated according to the terms contained in this Lease, including, without limitation, Tenants shall be responsible for all ADA compliance, etc.	
ESTIMATED TERM COMMENCEMENT DATE:	24 Months Lease May 1 2016-April 31,2018	
INITIAL TERM:	month to months (May 1 ,2018-March 31,2020	
ESTIMATED INITIAL TERM EXPIRATION DATE:	months to months With 30 days Notic to vacate (Landlord or Tenant)	
TERM		
RENT: By May1,2016 (fist and last)\$ 5,400.00 and2,700.00Cleaning deposit(\$8,100.00)		
Base Rent: \$2,700.00		
Initial Term every 12 months rent shall be adjusted as fallow	Monthly Base Rent	Annual Base Rent
May1,2016 though March 31, 2017	\$2,700.00	\$ 29,700.00
April 1,2017 though March 31 2018	\$2,800.00	\$34,600.00
April 1,2018 though March 31 2019	\$2,900.00	\$34,800.00
April 1,2019 though March 31 2020	\$3,000.00	\$36,000.00
TERM:	Months to months	
SECURITY DEPOSIT:	last months rent\$2,700.00+\$2,700.00 Cleaning deposit	
TENANTS PERMITTED PARKING:	NO	
TENANTS'S PROPORTIONATE SHARE:	None	
GUARANTOR(S):	None	

The foregoing Basic Lease Information is incorporated into and made a part of this Lease. Each reference in this Lease to any of the Basic Lease Information shall mean the respective information above and shall be construed to incorporate all of the terms provided under the particular Lease paragraph pertaining to such information. In the event of any conflict between the Basic Lease Information and the Lease, the latter shall control.

TENANTSS' ADDRESS:	Before Term Commencement Date: 	
LANDLORDSS:	From and After Term Commencement Date: 815A Washington Street Oakland, California 94607	
LANDLORDS'S ADDRESS:	KAI ENG	
BUILDING IN WHICH THE PREMISES ARE LOCATED:	805 Washington Street, Oakland Ca. 94607	
PREMISES:	815A Washington Street, Oakland, California 94607	
PERMITTED USE:	815A Washington St., California 94607, Story front only-basement excluded, said premises to be used as a Nial Salon.	
ESTIMATED TERM COMMENCEMENT DATE:	Nial Salon must be operated according to the terms contained in this Lease, including, without limitation, Tenants shall be responsible for all ADA compliance, etc.	
INITIAL TERM:	24 Months Lease May 1 2016-April 31,2018	
ESTIMATED INITIAL TERM EXPIRATION DATE:	month to months (May 1, 2018-March 31,2020)	
TERM	months to months With 30 days Notic to vacate (Landlord or Tenant)	
RENT: By May1,2016 (fist and last) \$ 5,400.00 and 2,700.00 Cleaning deposit(\$8,100.00)		
Base Rent: \$2,700.00		
Initial Term every 12 months rent shall be adjusted as fallow		
	Monthly Base Rent	Annual Base Rent
May1,2016 though March 31, 2017	\$2,700.00	\$ 29,700.00
April 1,2017 though March 31 2018	\$2,800.00	\$34,600.00
April 1,2018 though March 31 2019	\$2,900.00	\$34,800.00
April 1,2019 though March 31 2020	\$3,000.00	\$36,000.00
TERM:	Months to months	
SECURITY DEPOSIT:	last months rent\$2,700.00+\$2,700.00 Cleaning deposit	
TENANTS PERMITTED PARKING:	NO	
TENANTS'S PROPORTIONATE SHARE:	None	
GUARANTOR(S):	None	

The foregoing Basic Lease Information is incorporated into and made a part of this Lease. Each reference in this Lease to any of the Basic Lease Information shall mean the respective information above and shall be construed to incorporate all of the terms provided under the particular Lease paragraph pertaining to such information. In the event of any conflict between the Basic Lease Information and the Lease, the latter shall control.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into by and between the Landlords ("Landlords") and the Tenants ("Tenants") identified in the Basic Lease Information and is effective as of the Lease Date (the "Lease Date") set out in the Basic Lease Information.

1. Demise. Subject to Landlords' review and approval of Tenants' financial status, Landlords lease to Tenants and Tenants lease from Landlords, upon the terms and conditions hereinafter set forth, those premises (the "Premises") outlined in Exhibit A and described in the Basic Lease Information. The Premises may be all or part of the building (the "Building").

2. Term Commencement Date. The commencement date of the Term ("Term Commencement Date") shall be the date on which Tenants takes possession of some or all of the Premises for the conduct of business, except for early access as permitted in this Lease. Notwithstanding any provision of this Lease to the contrary, if Landlords do not tender possession of the Premises to Tenants on or before the Term Commencement Date for any reason whatsoever, Landlords shall not be liable for any damages and this Lease shall not be void or voidable, but Tenants shall not be liable for payment of any Rent until such time as Landlords tender possession of the Premises to Tenants. Any such delay in the tender of possession of the Premises shall not affect any of the other obligations of Tenants under this Lease, but shall extend the Initial Term Expiration Date for the same period of time. Should Landlords not be able to recapture the Premises from the existing occupant/Tenants, Landlords shall have the right to terminate the Lease. Tenants require estimated date of possession to determine estimated waiting period. Landlords shall give Tenants ninety (90) days notice of Delivery. Tenants shall, however, not proceed with any of Tenants' work, as stated in this Lease, until Landlords provides Tenants a definite Term Commencement Date. Tenants' entry upon the Premises (whether before or after the Term Commencement Date) shall constitute Tenants' agreement that the Premises are in good order and condition.

Tenants shall accept the Premises on the Term Commencement Date in its then existing condition, broom clean and otherwise "AS-IS." Tenants acknowledge and agree that Landlords have made no representation or warranty as to the condition of the Premises or the suitability of the Premises for any use or purpose, except as expressly set forth in this Lease.

- Insurance coverage shall be \$1,000,000 aggregate.
- 30-day written notice of cancellation shall be given to Landlord if insurance coverage lapses/is cancelled.
- Tenants' policy is primary and noncontributory.
- Tenants shall insure for all owned and leased belongings/inventory/furniture/contents and improvements.
- Tenant shall be solely responsible for all maintenance, plumbing, utilities and garbage.
- Landlords shall not be liable for any water damage at the Premises.
- Tenants shall be solely responsible for all exterior glass placement (large glass windows and door in front of building)
- Tenants shall be solely responsible for all Americans with Disability Act compliance.
- All costs associated with Tenants' Improvement/Work shall be the sole responsibility of Tenants. Tenants will present plans to Landlords for approval of which said Landlords' approval shall not be unreasonably delayed or withheld.
- All improvement permits shall be the sole responsibility of Tenant.
- This lease is non-transferable to anyone else. There is no subleasing of the space or any portion of the space at any length of time. You can request a transfer of the lease but landlord can decide yes or no for the request.

3. Term.

A. Initial Term. The term of this Lease shall commence on the Term Commencement Date and continue in full force and effect for the number of months specified as the Initial Term in the Basic Lease Information unless sooner terminated as provided in this Lease or sooner extended as provided in Paragraph 3.B below. If the Term Commencement Date is a date other than the first day of the calendar month, the Initial Term shall be the number of months of the Initial Term specified in the Basic Lease Information in addition to the remainder of the calendar month following the Term Commencement Date.

B. Cancellation by Tenants. Notwithstanding any provision of this Lease to the contrary, if on no later than March 1, 2014 the County of Alameda has not issued to Tenants a business license and all other required permits and approvals for the conduct by Tenants of the Permitted Use specified in the Basic Lease Information in the Premises, then Tenants may cancel this Lease by written notice received by Landlords no later than March 1, 2014. Time is the essence of the giving of such notice of cancellation. In the event this Lease is cancelled by Tenants as provided in the preceding two sentences, Landlords shall return to Tenants the prepaid Base Rent and the Security Deposit, and thereupon neither Landlords nor Tenants shall have any further rights or obligations to the other party under this Lease. If Landlords do not receive Tenants' notice of cancellation pursuant to this Paragraph 3.C no later than March, 2014, then the option of Tenants to cancel this Lease as provided in this Paragraph 3.C shall be null, void, and without force or effect, and this Lease shall continue in force and effect. Tenants shall (i) submit complete applications and accompanying documents for such business license and other required approvals and pay all required fees assessed in connection with such applications no later than March 1, 2014, and (ii) diligently and continuously prosecute such applications, including meeting with city staff as requested, preparing and submitting additional documents, and attending public hearings or meetings.

C. Early Access. Tenants shall have the right to enter upon the Premises for the purpose of installing Tenants' furniture, fixtures and voice and data systems wiring commencing upon the execution and delivery of this Lease by Landlords and Tenants and the waiver or satisfaction by Tenants of the Tenants' cancellation right set forth in Paragraph 3.C above. Such early entry by Tenants shall be subject to all of the terms of this Lease, including, without limitation, the requirements of Paragraphs 4, 5, 8, 9, 11, 12, 13, 15, 16, 19, 20, 21, 25, 26 and 27, except that Tenants shall not be required to pay any Rent for the Premises during such early entry period. During such early entry period, Tenants shall not (a) conduct any business from the Premises, or (b) store or locate any property not owned or leased by Tenants on the Premises.

4. Use.

A. General. Tenants shall use the Premises for the Permitted Use and for no other use or purpose, including, without limitation operation of nightclub. Tenants shall control Tenants' employees, agents, customers, visitors, invitees, licensees, contractors, assignees and subtenants (collectively, "Tenants' Parties"). If applicable, Tenants and Tenants' Parties shall have the nonexclusive right to use, in common with other parties occupying the Building, the parking areas and driveways of the Building, subject to such rules and regulations as Landlords may from time to time prescribe.

B. Limitations. Tenants shall not permit any odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises, nor take any action, which would constitute a nuisance or would disturb, obstruct or endanger any others. If during the Term Landlords receive complaints that the use of the equipment disturbs them, then, upon the written request of Landlords, Tenants shall, at the sole cost of Tenants, shall take such reasonable steps as are necessary eliminate such disturbance. Storage outside the Premises of materials, vehicles or any other items is prohibited. Tenants shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenants cause or maintain or permit any nuisance in, on or about the Premises. Tenants shall not commit or suffer the commission of any waste in, on or about the Premises. Tenants shall not allow any sale by auction upon the Premises, or place any loads upon the floors, walls or ceilings that endanger the structure, or place any harmful liquids in the drainage system of the Building. No waste, materials or refuse shall be dumped upon or permitted to remain outside the Premises. Landlords shall not be responsible to Tenants for the non-compliance by any other Tenants or occupant of the Building with any of the above-referenced rules or any other terms or provisions of such Tenants' or occupant's lease or other contract.

C. Compliance with Regulations. Tenants accept the Premises in the condition existing as of the date of this Lease, subject to all existing or future applicable municipal, state and federal and other governmental statutes, regulations, laws and ordinances, including zoning ordinances and regulations governing and relating to the use, occupancy and possession of the Premises (collectively "Regulations"). Tenants shall, at Tenants' sole expense, strictly comply with all Regulations now in force or which may hereafter be in force relating to the Premises and the use or occupancy of the Premises. Tenants, at its sole cost and expense, shall obtain any and all licenses or permits necessary for Tenants' use and occupancy of the Premises and the conduct of Tenants' business on the Premises. Tenants shall promptly comply with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to the use and occupancy of the Premises. Tenants shall not do or permit anything to be done in, on, or about the Premises or bring or keep anything which will in any way increase the rate of any insurance upon the Premises, Building, or upon any contents therein or

cause a cancellation of said insurance or otherwise affect said insurance in any manner. Tenants shall, to the maximum degree permissible by law, indemnify, defend, protect and hold Landlords harmless from and against any loss, cost, expense, damage, claims, judgments and/or settlements, attorneys' fees or liability arising out of the failure of Tenants to comply with any Regulations or to comply with the requirements as set forth in this Paragraph 4.C, excepting only matters arising from the sole active negligence or willful misconduct of Landlords. Tenants' obligations pursuant to the foregoing indemnity shall survive the termination of this Lease.

D. Hazardous Materials. Tenants shall not cause, or allow any of Tenants' Parties to cause, any Hazardous Materials to be used, generated, stored or disposed of on or about the Premises or the Building. As used in this Lease, "Hazardous Materials" shall include, but not be limited to, hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials", "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance. Tenants shall, at Tenants' sole expense, strictly comply with all existing or future applicable municipal, state and federal and other governmental statutes, regulations, laws and ordinances governing and relating to the use, generation, storage, or disposal of Hazardous Materials at the Premises. Landlords shall have the right at all reasonable times to inspect the Premises and to conduct tests and investigations to determine whether Tenants is in compliance with the foregoing provisions, the costs of all such inspections, tests and investigations to be borne by Tenants if such inspections, tests or investigations show that Tenants have violated any of the provisions of this Paragraph 4.D. Tenants shall, to the maximum degree permissible by law, indemnify, defend, protect and hold Landlords harmless from and against all liabilities, losses, costs and expenses, demands, causes of action, claims, judgments and/or settlements directly or indirectly arising out of the activities or use, generation, storage or disposal of Hazardous Materials by Tenants or any of Tenants' Parties, which indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation of any closure or other plans, whether such action is required or necessary prior to or following the termination of this Lease. Neither the written consent by Landlords to Tenants' use, generation, storage or disposal of Hazardous Materials nor the strict compliance by Tenants with all laws pertaining to Hazardous Materials shall excuse Tenants from Tenants' obligation of indemnification pursuant to this Paragraph 4.D. Tenants shall provide notice to Landlords as soon as practicable, but in no event later than thirty (30) days, of the initiation of any proceeding or action whatsoever relating to any Hazardous Materials. Tenants' obligations pursuant to the foregoing indemnity shall survive the termination of this Lease.

5. Rules and Regulations. Tenants shall faithfully observe and comply with any rules and regulations Landlords may from time to time prescribe in writing for the purpose of maintaining the proper care, cleanliness, safety, traffic flow and general order of the Premises or Building. Tenants shall cause Tenants' Parties to comply with such rules and regulations. Landlords shall not be responsible to Tenants for the non-compliance by any other Tenants or occupant of the Building with any of the rules and regulations.

6. Rent. See Above

7. Insurance and Indemnification.

A. Landlords' Insurance. Landlords agree to maintain property insurance insuring the Building against fire, lightning, vandalism and malicious mischief (including, if Landlords elects, "All Risk" or "Special" coverage, earthquake, and/or flood insurance), in an amount not less than eighty percent (80%) of the replacement cost thereof, with deductibles, forms and endorsements as selected by Landlords in Landlords' sole discretion. Such insurance may also include, at Landlords' option, insurance against loss of Base Rent and Additional Rent, in an amount equal to the amount of Base Rent and Additional Rent payable by Tenants for a period of at least twelve (12) months commencing on the date of loss. Such insurance shall be for the sole benefit of Landlords and under Landlords' sole control. Landlords shall not be obligated to insure any property, furniture, equipment, machinery, goods or supplies which Tenants may keep or maintain in the Premises, or any leasehold improvements, additions or alterations on or to the Premises. Landlords may also carry such other insurance as Landlords may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Landlords shall determine. Landlords may obtain liability and property insurance for the Building separately, or together with other buildings and improvements under blanket policies of insurance. In such case, Tenants shall be liable for only such portion of the premiums and deductibles for such blanket policies as are available to the Building, as determined by the insurer or Landlords.

B. Tenants' Insurance.

(1) Property Insurance. Tenants shall procure at Tenants' sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the Term, insurance on all personal property and fixtures of Tenants and all improvements made by or for Tenants to the Premises, insuring such property for the full replacement value of such property.

(2) Liability Insurance. Tenants shall procure at Tenants' sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the Term Commercial General Liability and "Assault and Battery" insurance applying to the Premises and the Building, and any part of either, and any areas adjacent thereto, and the business operated by Tenants, subtenants, or by any other person on the Premises. Such insurance shall include Broad Form Contractual Liability insurance coverage insuring all of Tenants' indemnity obligations under this Lease. Such insurance shall have a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000.00), and a general aggregate limit of at least One Million Dollars (\$1,000,000.00). All such policies shall be written to apply to all bodily injury, property damage or loss, personal injury and other loss, occurring during the policy period, shall be endorsed to add Landlords and any party holding an interest to which this Lease may be subordinated as an additional insured, and shall provide that such coverage shall be primary and that any insurance maintained by Landlords shall be excess insurance only. Such coverage shall also contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; and (d) providing for coverage of employer's automobile non-ownership liability. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insureds shall not reduce or avoid coverage to the other named insureds. Said coverage shall be written on an "occurrence" basis.

(3) General Insurance Requirements. All coverage described in this Paragraph 7.B. shall be endorsed to provide Landlords with thirty (30) days' notice of cancellation or change in terms. If at any time during the Term the amount or coverage of insurance which Tenants is required to carry under this Paragraph 7.B. is, in Landlords' reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or Tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises, Landlords shall have the right to require Tenants to reasonably increase the amount or change the types of insurance coverage required under this Paragraph 7.B. All insurance policies required to be carried under this Lease shall be written by companies acceptable to Landlords, rated A/VIII or better in "Best's Insurance Guide" and authorized to do business in California. Any deductible amounts under any insurance policies required hereunder shall be subject to Landlords' prior written approval. In any event deductible amounts shall not exceed One Thousand Dollars (\$1,000.00) without Landlords' prior written approval. Tenants shall deliver to Landlords on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expiring policies, certified copies of Tenants' insurance policies, or a certificate evidencing the same issued by the insurer thereunder, showing that all premiums have been paid for the full policy period. In any event, Tenants must provide a certificate or certificates or other proof acceptable to Landlords showing that Landlords is an additional insured on Tenants' liability policies, and that Tenants' insurance is primary to any insurance of Landlords, and Landlords' insurance, if any, shall be excess only. In the event Tenants shall fail to procure any insurance provided for herein, or to deliver policies or certificates, Landlords may, at Landlords' option and in addition to Landlords' other remedies in the event of a default by Tenants hereunder, procure the same for the account of Tenants, and the cost thereof shall be paid to Landlords as Additional Rent.

C. Indemnification. Landlords shall not be liable to Tenants for any injury, loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or for any damage or inconvenience which may arise through repair or alteration of any part of the Building or failure to make any such repair, except as expressly otherwise provided in Paragraph 10. Tenants shall, to the maximum degree permitted by law, indemnify, defend, protect and hold Landlords harmless from and against any and all liabilities, losses, costs, damages, injuries, expenses, claims, judgments and/or settlements, including reasonable attorneys' fees and court costs, arising out of or related to: (1) claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the Premises, or from activities of Tenants, Tenants' Parties or anyone in or about the Premises, wherever occurring; (2) claims for work or labor performed, or for materials or supplies furnished to or at the request of Tenants in connection with performance of any work done for the account of Tenants within the Premises or Building; and (3) claims arising from any breach or default on the part of Tenants in the performance of any covenant contained in this Lease. The sole exception to the foregoing indemnity shall be applicable to claims arising from the sole negligence or willful misconduct of Landlords. The provisions of this Paragraph shall survive the expiration or termination of this Lease. Tenants expressly waive any right to direct the conduct of the defense of any claim or matter for which Tenants are required to indemnify Landlords. Tenants

shall pay all attorneys' fees and costs of Landlords for any indemnified matter as such fees and costs are incurred.

9. Waiver of Subrogation. To the extent permitted by law and without affecting the coverage provided by insurance to be maintained hereunder, Landlords and Tenants each waive any right to recover against the other for: (a) damages for injury to or death of persons; (b) damages to property; (c) damages to the Premises or any part thereof; and (d) claims arising by reason of the foregoing due to hazards covered by insurance to the extent of proceeds recovered therefrom. This provision is intended to waive fully, and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by each party pursuant to this Lease shall include, without limitation, a waiver of subrogation by the carrier which conforms to the provisions of this Paragraph 9. Nothing in this Paragraph 9 shall limit or affect Landlords' rights of indemnity pursuant to Paragraph 7.C.

10. Landlords' Repairs and Services. Landlords shall perform on behalf of Tenants, as an item of Basic Operating Cost, the maintenance of the Building, and public and Common Areas of the Building (if any), including without limitation repair and/or replacement of the roof. Tenants shall reimburse Landlords for Tenants' Proportionate Share of all such costs in accordance with Paragraph 7. Any damage caused by or repairs necessitated by any act of Tenants, including any damage to the paved areas of the Building caused by vehicles exceeding the pavement specifications or excessive transit over paved areas, may be repaired by Landlords and at Tenants' expense. Tenants shall immediately give Landlords written notice of any defect or need of repairs after which Landlords shall have a reasonable opportunity to repair it. Landlords' liability with respect to any defects, repairs, or maintenance for which Landlords is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance.

11. Tenants' Repairs. Tenants shall at Tenants' expense maintain all parts of the Premises in a good, clean and secure condition and promptly make all necessary repairs and replacements, including without limitation all windows, glass, doors, walls and wall finishes, floor covering, pest extermination, the heating, ventilating and air conditioning systems, the landscaped areas, parking areas, driveways, fire sprinkler systems, sanitary and storm sewer lines, utility services, electric and telephone equipment, servicing the Building, exterior lighting, and anything which affects the operation and exterior appearance of the Building, which determination shall be at Landlords' sole discretion. Tenant shall at Tenant's expense maintain, doors, revelers, plumbing work and fixtures, downspouts, electrical and lighting systems, and fire sprinklers. Tenants shall at Tenants' expense also perform regular removal of trash and debris. Tenants shall, at Tenants' own expense, enter into a regularly scheduled preventive maintenance/ service contract with a maintenance contractor for servicing all hot water systems and equipment within or serving the Premises. Landlords must approve the maintenance contractor and the contract. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective and a copy thereof delivered to Landlords within thirty (30) days after the Term Commencement Date. Tenants shall not damage any demising wall or disturb the integrity and support provided by any demising wall and shall, at its sole expense, immediately repair any damage to any demising wall caused by Tenants or Tenants' Parties.

12. Alterations. Tenants shall not make, or allow to be made, any alterations or physical additions in, about or to the Premises without obtaining the prior written consent of Landlords, which consent shall not be unreasonably withheld with respect to proposed alterations and additions which: (a) comply with all applicable laws, ordinances, rules and regulations; (b) are in Landlords' opinion compatible with the Building and its mechanical, plumbing, electrical, heating/ventilation/air conditioning systems; and (c) will not interfere with the use and occupancy of any other portion of the Building by any other Tenants or its invitees. Specifically, but without limiting the generality of the foregoing, Landlords shall have the right of written consent for all plans and specifications for the proposed alterations or additions, construction means and methods, all appropriate permits and licenses, any contractor or subcontractor to be employed on the work of alteration or additions, and the time for performance of such work. Tenants shall also supply to Landlords any documents and information reasonably requested by Landlords in connection with Landlords' consideration of a request for approval hereunder. Tenants shall reimburse Landlords for all costs which Landlords may incur in connection with granting approval to Tenants for any such alterations and additions, including any costs or expenses which Landlords may incur in electing to have outside architects and engineers review said plans and specifications. All such alterations, physical additions or Improvements shall remain the property of Tenants until termination of this Lease, at which time they shall be and become the property of Landlords; provided, however, that at the time Landlords consents to any such alteration or addition Landlords may, at Landlords' option, require that Tenants, at Tenants' expense, remove any or all alterations, additions, improvements and partitions made by Tenants and restore the Premises by the termination of this Lease, whether by lapse of time, or otherwise, to their condition existing prior to the construction of any such alterations, additions, partitions or leasehold improvements. All such removals and

restoration shall be accomplished in a good and workmanlike manner so as not to cause any damage to the Premises or Building whatsoever. If Tenants fails to so remove such alterations, additions, improvements and partitions or Tenants' trade fixtures or furniture, Landlords may keep and use them or remove any of them and cause them to be stored or sold in accordance with applicable law, at Tenants' sole expense. In addition to and wholly apart from Tenants' obligation to pay Tenants' Proportionate Share of Basic Operating Cost, Tenants shall be responsible for and shall pay prior to delinquency any taxes or governmental service fees, possessory interest taxes, fees or charges in lieu of any such taxes, capital levies, or other charges imposed upon, levied with respect to or assessed against Tenants' personal property, on the value of the alterations, additions or improvements within the Premises, and on Tenants' interest pursuant to this Lease, during or applicable to the period of the Term of this Lease. To the extent that any such taxes are not separately assessed or billed to Tenants, Tenants shall pay the amount thereof as invoiced to Tenants by Landlords.

Subject to approval by the County of Alameda, Tenants may set up outdoor seating in a mutually agreeable location at no additional rent or charges. Tenants must maintain the Outdoor Seating Area which shall include, without limitation, daily cleaning and pressure washing on a regular basis.

13. Signs. Pursuant to the terms contained in this paragraph, Tenants may install signs in, on and about the Premises to the maximum extent permitted by applicable law. Tenants shall have the right to install signage on any monument/pylon sign at no additional charge. Tenants shall bear all costs and fees associated with installation of a sign in, on and about the Premises. All signs, notices and graphics of every kind or character, visible in or from public view or corridors, the Common Areas or the exterior of the Premises, shall be subject to Landlords' prior written approval. Tenants shall not place or maintain any banners whatsoever or any window decor in or on any exterior window or window fronting upon any Common Areas or service area or upon any truck doors or man doors without Landlords' prior written approval. Any installation of signs or graphics on or about the Premises and Building shall be subject to any applicable governmental laws, ordinances, regulations and to any other requirements imposed by Landlords. Tenants shall remove all such signs and graphics prior to the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Premises, Building and any other improvements contained therein, and Tenants shall repair any injury or defacement, including without limitation, discoloration caused by such installation or removal.

14. Inspection/Posting Notices. After reasonable notice, except in emergencies where no such notice shall be required, Landlords, and Landlords' agents and representatives, shall have the right to enter the Premises to inspect the same, to clean, to perform such work as may be permitted or required hereunder, to make repairs or alterations to the Premises or Building or to other Tenants spaces therein, to deal with emergencies, to post such notices as may be permitted or required by law to prevent the perfection of liens against Landlords' interest in the Building or to exhibit the Premises to prospective Tenants, purchasers, encumbrancers or others, or for any other purpose as Landlords may deem necessary or desirable; provided, however, that Landlords shall use reasonable efforts not to unreasonably interfere with Tenants' business operations. Tenants shall not be entitled to any abatement of Rent by reason of the exercise of any such right of entry. At any time within six (6) months prior to the end of the Term, Landlords shall have the right to erect on the Premises and/or Building a suitable sign indicating that the Premises are available for lease. Tenants shall give written notice to Landlords at least thirty (30) days prior to vacating the Premises and shall meet with Landlords for a joint inspection of the Premises at the time of vacating. In the event of Tenants' failure to give such notice or participate in such joint inspection, Landlords' inspection at or after Tenants' vacating the Premises shall conclusively be deemed correct for purposes of determining Tenants' responsibility for repairs and restoration.

15. Utilities. Tenants shall pay directly for all water, gas, heat, air conditioning, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto, and maintenance charges for utilities and shall furnish all electric light bulbs, ballasts and tubes. If any such services are not separately metered to Tenants, Tenants shall pay a reasonable proportion, as determined by Landlords, of all charges jointly serving other premises. Landlords shall not be liable for any damages directly or indirectly resulting from nor shall the Rent or any monies owed Landlords under this Lease herein reserved be abated by reason of: (a) the installation, use or interruption of use of any equipment used in connection with the furnishing of any such utilities or services; (b) the failure to furnish or delay in furnishing any such utilities or services when such failure or delay is caused by acts of God or the elements, labor disturbances of any character, or any other accidents or other conditions beyond the reasonable control of Landlords; or (c) the limitation, curtailment, rationing or restriction on use of water, electricity, gas or any other form of energy or any other service or utility whatsoever serving the Premises or Building. Landlords shall be entitled to cooperate voluntarily and in a reasonable manner with the efforts of national, state or local governmental agencies or utility suppliers in reducing energy or other resource consumption. The obligation to make services available hereunder shall be subject to the limitations of any such

voluntary, reasonable program.

16. Subordination. Without the necessity of any additional document being executed by Tenants for the purpose of effecting a subordination, the Lease shall be subject and subordinate at all times to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Premises and/or the land upon which the Premises and Building are situated, or both; and (b) any mortgage or deed of trust which may now exist or be placed upon said Building, land, ground leases or underlying leases, or Landlords' interest or estate in any of said items which is specified as security. Notwithstanding the foregoing, Landlords shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases or any such liens to this Lease. In the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenants shall, notwithstanding any subordination, attorn to and become the Tenants of the successor in interest to Landlords at the option of such successor in interest. Within ten (10) days after request by Landlords, Tenants shall execute and deliver any additional documents evidencing Tenants' attornment or the subordination of this Lease with respect to any existing or future ground leases or underlying leases or any such mortgage or deed of trust, in the form requested by Landlords or by any ground Landlords, mortgagee, or beneficiary under a deed of trust.

17. Financial Statements. At the request of Landlords, Tenants shall provide to Landlords Tenants' current financial statement or other information discussing financial worth of Tenants, which Landlords shall use solely for purposes of this Lease and in connection with the ownership, management and disposition of the Building.

18. Estoppel Certificate. Tenants agree from time to time, within ten (10) days after request of Landlords, to deliver to Landlords, or Landlords' designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which Rent has been paid, the unexpired portion of this Lease, and such other matters pertaining to this Lease as may be reasonably requested by Landlords. Failure by Tenants to execute and deliver such certificate shall constitute an acceptance of the Premises and acknowledgment by Tenants that the statements included are true and correct without exception. Landlords and Tenants intend that any statement delivered pursuant to this Paragraph may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Building or any interest therein. The parties agree that Tenants' obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlords' execution of the Lease, and shall be an event of default if Tenants fails to fully comply.

19. Security Deposit. Tenants agree to deposit with Landlords upon execution of this Lease, a Security Deposit in the amount specified in the Basic Lease Information, which sum shall be held by Landlords, without obligation for interest, as security for the full and timely performance of Tenants' covenants and obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of damages incurred by Landlords in case of Tenants' default. Upon the occurrence of any event of default by Tenants, Landlords may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of Rent or other payments due to Landlords hereunder, and any other damage, injury, expense or liability caused by such event of default, and Tenants shall pay to Landlords, on demand, the amount so applied in order to restore the Security Deposit to its original amount. Although the Security Deposit shall be deemed the property of Landlords, any remaining balance of such deposit shall be returned by Landlords to Tenants at such time after termination of this Lease that all of Tenants' obligations under this Lease have been fulfilled. Landlords may use and commingle the Security Deposit with other funds of Landlords. Tenants waive the provisions of California Civil Code Section 1950.7 and any other present or future law, statute or ordinance regarding security deposits held under commercial leases, and agrees that the provisions of this Paragraph 19 shall solely govern the rights and obligations of Landlords and Tenants regarding the Security Deposit.

20. Tenants' Remedies The liability of Landlords to Tenants for any default by Landlords under the terms of this Lease are not personal obligations of the individual or other partners, directors, officers and shareholders of Landlords, and Tenants agrees to look solely to Landlords' interest in the Building for the recovery of any amount from Landlords, and shall not look to other assets of Landlords nor seek recourse against the assets of the individual or other partners, directors, officers and shareholders of Landlords. Any lien obtained to enforce any such judgment and any levy of execution thereon shall be subject and subordinate to any lien, mortgage or deed of trust on the Building.

21. Assignment and Subletting.

A. General. Tenants shall not assign this Lease or sublet the Premises or any part thereof without Landlords' prior written approval except as provided herein. If Tenants desires to assign this Lease or sublet any or all of the Premises, Tenants shall give Landlords written notice thirty (30) days prior to the anticipated effective date of the assignment or sublease. Landlords shall then have a period of thirty (30) days following receipt of such notice to notify Tenants in writing that Landlords elects either: (1) to terminate this Lease as to the space so affected as of the date so requested by Tenants, (2) to permit Tenants to assign this Lease or sublet such space to the proposed assignee or subtenants, or (3) to withhold or deny consent to the proposed assignment or sublet on any of the basis sent forth in this Paragraph 21 or any other reasonable basis; provided, however, that if Landlords elect to terminate this Lease as provided in sub-item (1) above, then Tenants shall have the right to withdraw Tenants' written notice of the proposed assignment or subletting by written notice given to Landlords within five (5) days after receipt by Tenants of Landlords' notice election to terminate.. If Landlords do not exercise the option to terminate this Lease as provided in subitem (1) above, Landlords' consent to a proposed assignment or sublet shall not be unreasonably withheld. Without limiting the other instances in which it may be reasonable for Landlords to withhold Landlords' consent to an assignment or subletting, Landlords and Tenants acknowledge that it shall be reasonable for Landlords to withhold Landlords' consent in the following instances: (i) the use of the Premises by such proposed assignee or subtenants would not be a permitted use or would increase the Parking Density of the Building; (ii) the proposed assignee or subtenants is not of sound financial condition; (iii) the proposed assignee or subtenants is a governmental agency; (iv) the proposed assignee or subtenant does not have a good reputation as a Tenants of property; (v) the proposed assignee or subtenant is a person with whom Landlords are negotiating to lease space in the Building; (vi) the assignment or subletting would entail any alterations which would lessen the value of the leasehold improvements in the Premises; (vii) if Tenants are in default of any obligation of Tenants under this Lease, or (viii) Tenants have defaulted under this Lease on three (3) or more occasions during any twelve (12) months preceding the date that Tenants shall request consent. Failure by Landlords to approve a proposed assignee or subtenants shall not cause a termination of this Lease or grounds for any claim by Tenants against Landlords. The consent of Landlords to any assignment or subletting shall be in the form and substance required by Landlords and may require execution by Tenants and the assignee or sublessee. Upon a termination under this Paragraph 21.A., Landlords may lease the Premises to any party, including parties with whom Tenants have negotiated an assignment or sublease, without incurring any liability to Tenants. No assignee or sublessee shall have a right further to assign or sublet, except with the consent of Landlords as required in this Paragraph 21.

B. Transferee Information Required. If Tenants desire to assign its interest in this Lease or sublet the Premises, or transfer any interest of Tenants therein, or permit the use of the Premises by another party (hereinafter collectively referred to as a "Transfer"), Tenants shall give Landlords at least thirty (30) days prior written notice of the proposed Transfer and of the terms of such proposed Transfer, including, without limitation, the name and legal composition of the proposed transferee, a financial statement of the proposed transferee, the nature of the proposed transferee's business to be carried on in the Premises (including a list of the type and quantities of all Hazardous Materials to be used by the transferee on the Premises), the payment to be made or other consideration to be given to Tenants on account of the Transfer, and such other pertinent information as may be reasonably requested by Landlords, all in sufficient detail to enable Landlords to evaluate the proposed Transfer and the prospective transferee. For purposes of the Lease, any sale or transfer of capital stock, including redemption or issuance of additional stock of any class, will not be deemed an assignment, subletting or transfer of the Lease.

C. Bonus Rent. All Rent or other consideration realized by Tenants under any such sublease or assignment in excess of the Rent payable hereunder, after amortization of a reasonable brokerage commission, shall be paid to Landlords. In any subletting or assignment undertaken by Tenants, Tenants shall diligently seek to obtain the maximum rental amount available in the marketplace for such subletting or assignment.

D. Corporation. If Tenants are a corporation, a transfer of corporate shares by sale, assignment, bequest, inheritance, operation of law or other disposition (including such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency or other proceedings), so as to result in a change in the present control of such corporation or any of its parent corporations by the person or persons owning a majority of said corporate shares, shall constitute an assignment for purposes of this Lease..

E. Partnership. If Tenants are a partnership, joint venture or other business form, a transfer of the interest of persons, firms or entities responsible for managerial control of Tenants by sale, assignment, bequest, inheritance, operation of law or other disposition, so as to result in a change in the present control of said entity and/or a change in the identity of the persons responsible for the general credit obligations of said entity shall constitute an assignment for all purposes of this Lease.

F. Liability. No assignment or subletting by Tenants shall relieve Tenants of any obligation under this Lease. Any assignment or subletting which conflicts with the provisions hereof shall be void.

22. Authority of Parties. Landlords represent and warrant that it has full right and authority to enter into this Lease and to perform all of Landlords' obligations hereunder. Tenants represent and warrant that it has full right and authority to enter into this Lease and to perform all of Tenants' obligations hereunder.

23. Condemnation.

A. Condemnation Resulting in Termination. If the whole or any substantial part of the Building of which the Premises are a part should be taken or condemned for any public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the Permitted Use of the Premises, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises shall have occurred.

B. Condemnation Not Resulting in Termination. If a portion of the Building of which the Premises are a part should be taken or condemned for any public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in Paragraph 23.A. above, this Lease shall not terminate, but the Rent payable hereunder during the unexpired portion of the Lease shall be reduced, beginning on the date when the physical taking shall have occurred, in the proportion that the square foot area of that portion of the Premises so taken bears to the original square footage of the Premises.

C. Award. Landlords shall be entitled to any and all payment, income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such taking or conveyance and Tenants shall have no claim against Landlords or otherwise for the value of any unexpired portion of this Lease. Notwithstanding the foregoing, any compensation specifically awarded Tenants for loss of business, Tenants' personal property, moving costs or loss of goodwill, shall be and remain the property of Tenants.

24. Casualty Damage.

A. General. If the Premises or Building should be damaged or destroyed by fire, tornado or other casualty, Tenants shall give prompt written notice thereof to Landlords. Within sixty (60) days after Landlords' receipt of such notice, Landlords shall notify Tenants whether in Landlords' opinion such repairs can reasonably be made: (1) within ninety (90) days; (2) in more than ninety (90) days but in less than one hundred eighty (180) days; or (3) in more than one hundred eighty (180) days. Landlords' determination shall be binding on Tenants.

B. Less Than 90 Days. If the Premises or Building should be damaged by fire, tornado or other casualty but only to such extent that rebuilding or repairs can in Landlords' reasonable estimation be completed within ninety (90) days, this Lease shall not terminate, and provided that insurance proceeds are available to fully repair the damage, Landlords shall proceed to rebuild and repair the Premises to substantially the condition in which they existed prior to such damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenable in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

C. Greater Than 90 Days But Less Than 180 Days. If the Premises or Building should be damaged by fire, tornado or other casualty but only to such extent that rebuilding or repairs can in Landlords'

reasonable estimation be completed in more than ninety (90) days but in less than one hundred eighty (180) days, then Landlords shall have the option of either: (1) terminating the Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of the Lease; or (2) electing to rebuild or repair the Premises to substantially the condition in which they existed prior to such damage, provided that insurance proceeds are available, to fully repair the damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Landlords shall give Tenants written notice of Landlords' election of within sixty (60) days after receipt of Tenants' written notice of the damage. If Landlords elects to rebuild or repair, then Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenable in whole or in part following such damage, the Rent payable under this Lease during the period in which the Premises are untenable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

D. Greater Than 180 Days. If the Premises or Building should be so damaged by fire, tornado or other casualty that rebuilding or repairs cannot in Landlords' estimation be completed within one hundred eighty (180) days, then Landlords shall have the option of either: (1) terminating the Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of the Lease; or (2) electing to rebuild or repair the Premises to substantially the condition in which they existed prior to such damage, provided that insurance proceeds are available, to fully repair the damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Landlords shall give Tenants written notice of Landlords' election of within sixty (60) days after receipt of Tenants' written notice of the damage. If Landlords elects to rebuild or repair, then Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenable in whole or in part following such damage, the Rent payable under this Lease during the period in which the Premises are untenable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

E. Tenants' Fault. If the Premises or any other portion of the Building are damaged by fire or other casualty resulting from the fault, negligence, or breach of this Lease by Tenants or any of Tenants' Parties, Base Rent and Additional Rent shall not be diminished during the repair of such damage, Tenants shall be liable to Landlords for the cost and expense of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by insurance proceeds and Tenants shall have no right to terminate this Lease pursuant to this Paragraph 24.

F. Uninsured Casualty. Notwithstanding anything herein to the contrary, in the event that the Premises or Building are damaged or destroyed and are not fully covered by the insurance proceeds received by Landlords or in the event that the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then in either case Landlords shall have the right to terminate this Lease by delivering written notice of termination to Tenants within thirty (30) days after the date of notice to Landlords that said damage or destruction is not fully covered by insurance or such requirement is made by any such holder, as the case may be, whereupon all rights and obligations hereunder shall cease and terminate.

G. Waiver. Tenants waives the provisions of Sections 1932(a), 1933(4), 1941 and 1942 of the Civil Code of California and of any other present or future law, statute or ordinance relating to the rights of a Tenant to terminate a commercial lease in the event the leased premises are damaged or destroyed, and agrees that in the event of damage or destruction of the Premises the rights and obligations of Tenants shall be solely governed by this Paragraph 24.

25. Holding Over. If Tenants shall retain possession of the Premises or any portion thereof without Landlords' consent following the expiration of the Lease or sooner termination for any reason, then Tenants shall pay to Landlords for each day of such retention one hundred fifty percent (150%) the amount of the daily rental as of the last month prior to the date of expiration or termination. Tenants also shall indemnify, defend, protect and hold Landlords harmless from any loss, liability, cost and expense, including, to the maximum degree permissible by law, reasonable attorneys' fees, demands, causes of action, claims, judgments and/or settlements directly or indirectly resulting from delay by Tenants in surrendering the Premises, including, without limitation, any claims made by any succeeding Tenants founded on such delay. Acceptance of Rent by Landlords following expiration or termination shall not constitute a renewal of this Lease, and nothing contained in this Paragraph 25 shall waive Landlords' right of reentry or any other right. Unless Landlords consents in writing to Tenants' holding over, Tenants shall be only a Tenant at sufferance, whether or not Landlords accepts any Rent from Tenants while Tenants is holding over without Landlords' written consent. Additionally, in the event that upon termination of the Lease, Tenants has not fulfilled its obligation with respect to repairs and cleanup of the Premises or any other Tenants obligations as set forth in this Lease, then Landlords shall have the right to perform any such obligations as it deems necessary at Tenants' sole cost and expense, and any time required by Landlords to complete such obligations shall be considered a period of holding over and the terms of this Paragraph 25 shall apply.

26. Default.

A. Events of Default. The occurrence of any of the following shall constitute an event of default on the part of Tenants:

(1) Abandonment. Abandonment of the Premises for a continuous period in excess of ten (10) days. Tenants waives any right to notice Tenants may have under Section 1951.3 of the Civil Code of the State of California, the terms of this Paragraph 26.A. being deemed such notice to Tenants as required by said Section 1951.3.

(2) Nonpayment of Rent. Failure to pay any installment of Rent or any other amount due and payable hereunder upon the date when said payment is due.

(3) Other Obligations. Failure to perform any obligation, agreement or covenant under this Lease other than those matters specified in subparagraphs (1) and (2) of this Paragraph 26.A., such failure continuing for fifteen (15) days after written notice of such failure.

(4) General Assignment. A general assignment for the benefit of creditors by Tenants.

(5) Bankruptcy. The filing of any voluntary petition in bankruptcy by Tenants, or the filing of an involuntary petition against Tenants by the creditors of Tenants, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenants has the right to affirm this Lease and continue to perform the obligations of Tenants hereunder, such trustee or Tenants shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenants hereunder outstanding as of the date of the affirmation of this Lease and provide to Landlords such adequate assurances as may be necessary to ensure Landlords of the continued performance of Tenants' obligations under this Lease.

(6) Receivership. The employment of a receiver to take possession of substantially all of the assets of Tenants or the Premises if such appointment remains undismissed or undischarged for a period of ten (10) days after the order therefor.

(7) Attachment. The attachment, execution or other judicial seizure of all or substantially all of the assets of Tenants or the Premises if such attachment or other seizure remains undismissed or undischarged for a period of ten (10) days after the levy thereof.

B. Remedies Upon Default.

(1) Termination. In the event of the occurrence of any event of default, Landlords shall have the right to give a written termination notice to Tenants, and on the date specified in such notice, Tenants' right to possession shall terminate, and this Lease shall terminate unless on or before such date all

arrears of rental and all other sums payable by Tenants under this Lease and all costs and expenses incurred by or on behalf of Landlords hereunder shall have been paid by Tenants and all other events of default of this Lease by Tenants at the time existing shall have been fully remedied to the satisfaction of Landlords. At any time after such termination, Landlords may recover possession of the Premises or any part thereof and expel and remove therefrom Tenants and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlords may have under this Lease, or at law or equity by reason of Tenants' default or of such termination. Without limiting the rights and remedies of Landlords in the event of a default by Tenants, Landlords may exercise all rights and remedies of a Landlords under Section 1951.2 of the Civil Code of the State of California (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations) or any successor code section.

(2) Continuation After Default. Even though an event of default may have occurred, this Lease shall continue in effect for so long as Landlords does not terminate Tenants' right to possession under Paragraph 26.B.(l) hereof, and Landlords may enforce all of Landlords' rights and remedies under this Lease, including without limitation, the right to recover Rent as it becomes due. Acts of maintenance, preservation or efforts to lease the Premises or the appointment of a receiver upon application of Landlords to protect Landlords' interest under this Lease shall not constitute an election to terminate Tenants' right to possession. Without limiting the rights and remedies of Landlords in the event of a default by Tenants, Landlords, without terminating this Lease, may exercise all of the rights and remedies of a Landlords under Section 1951.4 of the Civil Code of the State of California or any successor code section. Landlords may re-enter the Premises by summary proceedings or otherwise, remove all persons and property from the Premises without liability to any person for damage sustained by reason of such removal, and relet the Premises at such rental and upon such terms and conditions as Landlords in its sole discretion may deem advisable. Landlords may store any property of Tenants in a public warehouse or elsewhere, at Tenants' expense, or otherwise dispose of such property in any manner provided by law. In the event Landlords re-enters the Premises, Tenants shall remain liable for the Rent and all other sums payable under this Lease, plus the reasonable cost of obtaining possession of and reletting the Premises, including, without limitation, any repairs and alterations necessary to prepare the Premises for reletting and brokerage commissions, less the rents actually received from such reletting. To the fullest extent permitted by law, all rent and other consideration received by Landlords upon any reletting shall be applied: first, to the costs of reletting; second, to the payment of any accrued, unpaid Additional Rent; third, to the payment of accrued, unpaid Base Rent; and fourth, the residue, if any, shall be held by Landlords and applied to the payment of other obligations of Tenants to Landlords as the same become due, with any remaining residue, if any, to be retained by Landlords. Any and all deficiencies so payable by Tenants shall be paid monthly on the date provided in this Lease for the payment of Base Rent. No such re-entry or taking of possession of the Premises by Landlords shall constitute an election on the part of Landlords to terminate this Lease unless specific written notice of such termination is given to Tenants.

C. Damages After Default. Should Landlords terminate this Lease pursuant to the provisions of Paragraph 26.B.(l) hereof, Landlords shall have the rights and remedies of a Landlords provided by Section 1951.2 of the Civil Code of the State of California, or successor code sections. Upon such termination, in addition to any other rights and remedies to which Landlords may be entitled under applicable law, Landlords shall be entitled to recover from Tenants: (1) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination, (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenants proves could have been reasonably avoided, (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenants proves could be reasonably avoided; and (4) any other amount necessary to compensate Landlords for all the detriment proximately caused by Tenants' failure to perform Tenants' obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in items (1) and (2), above shall be computed at the lesser of the "prime rate," as announced from time to time by Wells Fargo Bank, N.A. (San Francisco), plus five (5) percentage points, or the maximum interest rate allowed by law ("Applicable Interest Rate"). The "worth at the time of award" of the amount referred to in item (3) above shall be computed by discounting such amount at the Federal Discount Rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

D. Late Charge. If any installment of Rent is not received by Landlords within five (5) days after the date when due, such amount shall bear interest at the Applicable Interest Rate from the date on which said payment shall be due until the date on which Landlords shall receive said payment. In addition, Tenants shall pay Landlords a late charge equal to five percent (5%) of the delinquent amount, to compensate Landlords for the loss of the use of the amount not paid and the administrative costs caused by the delinquency, the parties agreeing that Landlords' damage by virtue of such delinquencies would be difficult to compute and the

amount stated herein represents a reasonable estimate thereof. This provision shall not relieve Tenants of Tenants' obligation to pay Rent at the time and in the manner herein specified.

E. Remedies Cumulative. Landlords shall have all rights and remedies available at law or in equity to redress any event of default by Tenants. All rights, remedies, privileges and elections by Landlords are cumulative and not alternative to the extent permitted by law.

27. Liens. Tenants shall keep the Premises free from liens arising out of or related to work performed, materials or supplies furnished or obligations incurred by Tenants or in connection with work made, suffered or done by or on behalf of Tenants in or on the Premises or Building. In the event that Tenants shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlords shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as Landlords shall deem proper, including payment of the claim giving rise to such lien. All sums paid by Landlords on behalf of Tenants and all expenses incurred by Landlords in connection therefor shall be payable to Landlords by Tenants on demand with interest at the Applicable Interest Rate. Landlords shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlords shall deem proper, for the protection of Landlords, the Premises, the Building and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenants shall give Landlords not less than ten (10) business days prior written notice of the commencement of any work in the Premises or Building which could lawfully give rise to a claim for mechanics' or materialmen's liens.

28. Substitution. At any time after execution of this Lease, Landlords may substitute for the Premises other premises in the Building (the "New Premises") upon not less than sixty (60) days prior written notice, in which event the New Premises shall be deemed to be the Premises for all purposes hereunder; provided however, that:

A. The New Premises shall be substantially the same in size and quality as the Premises, and shall be placed in that condition by Landlords at the cost of Landlords;

B. The New Premises shall be appropriate for the Permitted Use specified in the Basic Lease Information;

C. If Tenants are occupying the Premises at the time of such substitution, Landlords shall pay the expense of physically moving Tenants, Tenants' property and equipment to the New Premises and shall, at Landlords' sole cost, improve the New Premises with improvements substantially similar to those Landlords has committed to provide or has provided in the Premises;

D. If the New Premises are smaller than the Premises as they existed before the relocation, then Base Rent and Lessee's Percentage Share shall be adjusted based upon the square footage of the new premises. No change in Base Rent or Lessee's Percentage Share shall be made if the New Premises are larger than the Premises as they existed before the relocation; and

E. The parties shall promptly execute an amendment to this Lease identifying the New Premises and reflecting any change in Base Rent and Lessee's Percentage Share.

29. Transfers by Landlords. In the event of a sale or conveyance by Landlords of the Building or a foreclosure by any creditor of Landlords, the same shall operate to release Landlords from any liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenants, to the extent required to be performed after the passing of title to Landlords' successor-in-interest. In such event, Tenants agrees to look solely to the responsibility of the successor-in-interest of Landlords under this Lease with respect to the performance of the covenants and duties of "Landlords" to be performed after the passing of title to Landlords' successor-in-interest. This Lease shall not be affected by any such sale and Tenants agree to attorn to the purchaser or assignee. Landlords' successor(s)-in-interest shall not have liability to Tenants with respect to the failure to perform all of the obligations of "Landlords", to the extent required to be performed prior to the date such successor(s)-in-interest became the owner of the Building.

30. Right of Landlords to Perform Tenants' Covenants. All covenants and agreements to be performed by Tenants under any of the terms of this Lease shall be performed by Tenants at Tenants' sole cost

and expense and without any abatement of Rent. If Tenants shall fail to pay any sum of money, other than Base Rent and Basic Operating Cost, required to be paid by Tenants hereunder or shall fail to perform any other act on Tenants' part to be performed hereunder, and such failure shall continue for five (5) days after written notice thereof by Landlords, Landlords may, but shall not be obligated to do so, and without waiving or releasing Tenants from any obligations of Tenants, make any such payment or perform any such act on Tenants' part to be made or performed. All sums, so paid by Landlords and all necessary incidental costs together with interest thereon at the Applicable Interest Rate from the date of such payment by Landlords shall be payable to Landlords on demand, and Tenants covenants to pay such sums, and Landlords shall have, in addition to any other right or remedy of Landlords, the same right and remedies in the event of the non-payment thereof by Tenants as in the case of default by Tenants in the payment of Base Rent and Basic Operating Cost.

31. Waiver. If either Landlords or Tenants waive the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of Rent by Landlords shall not constitute a waiver of any preceding breach by Tenants of any term, covenant or condition of this Lease, regardless of Landlords' knowledge of such preceding breach at the time Landlords accepted such Rent. Failure by Landlords to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or to decrease the right of Landlords to insist thereafter upon strict performance by Tenants. Waiver by Landlords of any term, covenant or condition contained in this Lease may only be made by a written document signed by Landlords.

32. Notices. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements with reference to sending, mailing or delivery of any notice or the making of any payment by Landlords or Tenants to the other shall be deemed to be complied with when and if the following steps are taken:

A. Rent. All Rent and other payments required to be made by Tenants to Landlords hereunder shall be payable to Landlords at the address set forth in the Basic Lease Information, or at such other address as Landlords may specify from time to time by written notice delivered in accordance herewith. Tenants' obligation to pay Rent and any other amounts to Landlords under the terms of this Lease shall not be deemed satisfied until such Rent and other amounts have been actually received by Landlords.

B. Other. All notices, demands, consents and approvals which may or are required to be given by either party to the other hereunder shall be in writing and either personally delivered, sent by commercial overnight courier, or mailed, certified or registered, postage prepaid, and addressed to the party to be notified at the address for such party as specified in the Basic Lease Information or to such other place as the party to be notified may from time to time designate by at least fifteen (15) days notice to the notifying party. Notices shall be deemed served upon receipt or refusal to accept delivery. Tenants appoints as its agent to receive the service of all default notices and notice of commencement of unlawful detainer proceedings the person in charge of or apparently in charge of occupying the Premises at the time, and, if there is no such person, then such service may be made by attaching the same on the main entrance of the Premises. Notices given to Tenants after the Term Commencement Date shall be given to Tenants at the address of the Premises.

33. Attorneys' Fees. In the event that Landlords places the enforcement of this Lease, or any part thereof, or the collection of any Rent due, or to become due hereunder, or recovery of possession of the Premises in the hands of an attorney, Tenants shall pay to Landlords, upon demand, Landlords' reasonable attorneys' fees and court costs. In any action which Landlords or Tenants brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party including reasonable attorneys' fees, to be fixed by the court, and said costs and attorneys' fees shall be a part of the judgment in said action.

34. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of Landlords, its successors and assigns, and shall be binding upon and inure to the benefit of Tenants, its successors, and to the extent assignment is approved by Landlords hereunder, Tenants' assigns.

35. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlords, Landlords shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Landlords.

36. No Brokerage Commission. Landlords and Tenants each acknowledge that there is no broker representing either of them in this matter.

37. Waiver of Jury Trial. Landlords and Tenants each acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights to trial by jury, and each party does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Lease, Tenants' use of occupancy of the Premises and/or any claim of injury or damage.

38. Surrender. Tenants agrees that on the last day of the Term, or on the sooner termination of this Lease, Tenants shall surrender the Premises to Landlords (a) in good condition and repair (damage by acts of God, fire, normal wear and tear and performance of Landlords' obligations under this Lease excepted), but with all interior walls repaired and touch painted, all floors cleaned, all non-working light bulbs and ballasts replaced and all rollup doors, docks, dock levelers and plumbing fixtures in good condition and working order, (b) "broom clean", free of trash, debris and the personal property of Tenants, and (c) free of all Hazardous Materials used, generated, stored or disposed of on or about the Premises or the Building by Tenants or Tenants' Parties. Normal wear and tear shall not include any damage or deterioration to the floors of the Premises arising from the use of forklifts in, on or about the Premises, and any damage or deterioration that would have been prevented by proper maintenance by Tenants, or Tenants otherwise performing all of its obligations under this Lease. On or before the expiration or sooner termination of this Lease Tenants shall remove, at Tenants' expense, (i) all of Tenants' furniture, movable fixtures, equipment, inventory and other personal property and Tenants' signage from the Premises and the Building and repair any damage caused by such removal, (ii) all alterations, additions and improvements made to the Premises by Tenants to which Landlords consented and required their removal pursuant to Paragraph 12 and repair all damage to the Premises caused by such removal, and (iii) all alterations, additions and improvements made to the Premises by Tenants without Landlords' consent pursuant to Paragraph 12 and repair all damage to the Premises caused by such removal. Any of Tenants' furniture, movable fixtures, equipment, inventory and other personal property not so removed by Tenants as required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlords at Tenants' expense, and Tenants waives all claims against Landlords for any damages resulting from Landlords' retention and disposition of such property; provided, however, that Tenants shall remain liable to Landlords for all costs incurred in storing and disposing of such abandoned property of Tenants. All alterations, additions and improvements made to the Premises by Tenants except those that Landlords require Tenants to remove shall remain in the Premises as the property of Landlords. Notwithstanding the foregoing to the contrary, if this Lease is terminated before the scheduled end of the Term for any reason other than a breach or default by Tenants under this Lease, then Landlords shall provide Tenants with written notice requiring Tenants, at Tenants' expense, to remove any or all alterations, additions and improvements made to the Premises by Tenants and to repair any damage caused by such removal, such written notice to be given to Tenants by Landlords within thirty (30) days after the date of such termination.

39. Miscellaneous.

A. General. The term "Tenants" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their respective successors, executors, administrators and permitted assigns, according to the context hereof.

B. Time. Time is of the essence regarding this Lease and all of its provisions.

C. Choice of Law. This Lease shall in all respects be governed by the laws of the State of California.

D. Entire Agreement. This Lease, together with its Exhibits, contains all the agreements of the parties hereto and supersedes any previous negotiations. There have been no representations made by the Landlords or understandings made between the parties other than those set forth in this Lease and its Exhibits.

- parties hereto.
- E. Modification. This Lease may not be modified except by a written instrument by the parties hereto.
- F. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.
- G. Recordation. Tenants shall not record this Lease or a short form memorandum hereof.
- H. Examination of Lease. Submission of this Lease to Tenants does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlords and Tenants.
- I. Accord and Satisfaction. No payment by Tenants of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction of full payment of Rent, and Landlords may accept such payment without prejudice to Landlords' right to recover the balance of such Rent or to pursue other remedies.
- J. Easements. Landlords may grant easements on the Building and dedicate for public use portions of the Building without Tenants' consent; provided that no such grant or dedication shall substantially interfere with Tenants' use of the Premises. Upon Landlords' demand, Tenants shall execute, acknowledge and deliver to Landlords documents, instruments, maps and plats necessary to effectuate Tenants' covenants hereunder.
- K. Drafting and Determination Presumption. The parties acknowledge that this Lease has been agreed to by both the parties, that both Landlords and Tenants have consulted with attorneys with respect to the terms of this Lease and that no presumption shall be created against Landlords because Landlords drafted this Lease. Except as otherwise specifically set forth in this Lease, with respect to any consent, determination or estimation of Landlords required in this Lease or requested of Landlords, Landlords' consent, determination or estimation shall be made in Landlords' good faith opinion, whether objectively reasonable or unreasonable.
- L. Attachments. Basic Lease Information and any Exhibit(s) are hereby incorporated herein by this reference.
- M. No Light, Air or View Easement. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to or in the vicinity of the Building shall in no way affect this Lease or impose any liability on Landlords.
- N. No Third Party Benefit. This Lease is a contract between Landlords and Tenants and nothing herein is intended to create any third party benefit.
- O. Representations by Tenants. Tenants represent and warrant to Landlords that each individual executing this Lease on behalf of Tenants are authorized to do so on behalf of Tenants and that Tenants are not, and the entities or individuals constituting Tenants or which may own or control Tenants or which may be owned or controlled by Tenants are not (i) in violation of any laws relating to terrorism or money laundering, and/or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tltsdn.pdf> or any replacement website or other replacement official publication of such list.
- P. Confidentiality. Landlords and Tenants will maintain all information in confidence and will not disclose such information to any other party without written consent. Confidential Information may be released to the parties' attorneys, employees, partners, consultants and lenders who have a reasonable need for such confidential information, provided that such individuals/entities agree to maintain the confidential nature of the information.

TENANTSS' ADDRESS:	<u>Before Term Commencement Date:</u> _____	
	<u>From and After Term Commencement Date:</u> 815B Washington Street Oakland, California 94607	
LANDLORDSS:	KAI ENG ,,PAULA ENG , PAMELA ENG	
LANDLORDS'S ADDRESS:		
BUILDING IN WHICH THE PREMISES ARE LOCATED:	815 B Washington Street, Oakland, California 94607	
PREMISES:	815 B Washington St., California 94607, Story front only-basement excluded, said premises to be used as food service only.	
PERMITTED USE:	Food Service must be operated according to the terms contained in this Lease, including, without limitation, Tenants shall be responsible for all ADA compliance, etc.	
ESTIMATED TERM COMMENCEMENT DATE:	5 year with 5 year renew = total 10 years August 1, 2018 to August 1, 2023 to August 1, 2028	
INITIAL TERM:	August 1, 2018 to August 1, 2023 to August 1, 2028	
ESTIMATED INITIAL TERM EXPIRATION DATE:	5 Years with 5 years to renew = 10 years (Landlord or Tenant)	
TERM		
RENT: By August 1, 2018 (fist and last and cleaning)\$ 3,700.00 x3 deposit((\$11,100.00)		
Base Rent: \$3,700 for only 24 month		
Initial Term every 12 months rent shall be adjusted as fallow	Monthly Base Rent	Annual Base Rent
August 1, 2018 though July 31, 2019	\$3,700.00	\$44,400
August1, 2019 though July 31, 2020	\$3,700.00	\$ 44.400
August 1, 2020 though July 31, 2021	\$3,800.00	\$45,600
August 1, 2021 though July 31, 2022	\$3,900.00	\$46,800
August 1, 2022 though July 31, 2023	\$3,999.00	\$47,988
Five Year option to renew =August 1, 2023 to August 1, 2028 = Market Rate to be determined		
TERM:	5 year with 5 years option to renew	
SECURITY DEPOSIT:	Fist and last months rent\$3,700.00+\$3,700.00 Cleaning deposit \$3,700.00 = \$11,100.00	
TENANTS PERMITTED PARKING:	NO	
TENANTS'S PROPORTIONATE SHARE:	None	
GUARANTOR(S):	None	

The foregoing Basic Lease Information is incorporated into and made a part of this Lease. Each reference in this Lease to any of the Basic Lease Information shall mean the respective information above and shall be construed to incorporate all of the terms provided under the particular Lease paragraph pertaining to such information. In the event of any conflict between the Basic Lease Information and the Lease, the latter shall control.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into by and between the Landlords ("Landlords") and the Tenants ("Tenants") identified in the Basic Lease Information and is effective as of the Lease Date (the "Lease Date") set out in the Basic Lease Information.

1. Demise. Subject to Landlords' review and approval of Tenants' financial status, Landlords lease to Tenants and Tenants lease from Landlords, upon the terms and conditions hereinafter set forth, those premises (the "Premises") outlined in Exhibit A and described in the Basic Lease Information. The Premises may be all or part of the building (the "Building").

2. Term Commencement Date. The commencement date of the Term ("Term Commencement Date") shall be the date on which Tenants takes possession of some or all of the Premises for the conduct of business, except for early access as permitted in this Lease. Notwithstanding any provision of this Lease to the contrary, if Landlords do not tender possession of the Premises to Tenants on or before the Term Commencement Date for any reason whatsoever, Landlords shall not be liable for any damages and this Lease shall not be void or voidable, but Tenants shall not be liable for payment of any Rent until such time as Landlords tender possession of the Premises to Tenants. Any such delay in the tender of possession of the Premises shall not affect any of the other obligations of Tenants under this Lease, but shall extend the Initial Term Expiration Date for the same period of time. Should Landlords not be able to recapture the Premises from the existing occupant/Tenants, Landlords shall have the right to terminate the Lease. Tenants require estimated date of possession to determine estimated waiting period. Landlords shall give Tenants ninety

(90) days notice of Delivery. Tenants shall, however, not proceed with any of Tenants' work, as stated in this Lease, until Landlords provides Tenants a definite Term Commencement Date. Tenants' entry upon the Premises (whether before or after the Term Commencement Date) shall constitute Tenants' agreement that the Premises are in good order and condition.

Tenants shall accept the Premises on the Term Commencement Date in its then existing condition, broom clean and otherwise "AS-IS." Tenants acknowledge and agree that Landlords have made no representation or warranty as to the condition of the Premises or the suitability of the Premises for any use or purpose, except as expressly set forth in this Lease.

- Insurance coverage shall be \$2,00,000 aggregate. As it is raw food preparation
- 30-day written notice of cancellation shall be given to Landlord if insurance coverage lapses or is canceled.
- Tenants' policy is primary and noncontributory.
- Tenants shall insure for all owned and leased belongings/inventory/furniture/contents and improvements.
- Tenant shall be solely responsible for all maintenance, glass windows, doors, plumbing, utilities and garbage.
- Landlords shall not be liable for any water damage at the Premises.
- Tenants shall be solely responsible for all exterior glass placement (large glass windows and door in front of building)
- Tenants shall be solely responsible for all Americans with Disability Act compliance.
- All costs associated with Tenants' Improvement/Work shall be the sole responsibility of Tenants. Tenants will present plans to Landlords for approval of which said Landlords' approval shall not be unreasonably delayed or withheld.
- All improvement permits shall be the sole responsibility of Tenant.
- All garbage, waste, and electricity are to be paid by tenant.
- This lease is non-transferable to anyone else. There is no subleasing of the space or any portion of the space at any length of time. You can request a transfer of the lease but landlord can decide yes or no for the request.
- All fire safety must be in compliance with current fire department regulations and county regulations. All fire hydrants must be up to code and with current dated tags at all times, smoke detectors and CO2 monitors must be present and in working conditions and in compliance

3. Term.

A. Initial Term. The term of this Lease shall commence on the Term Commencement Date and continue in full force and effect for the number of months specified as the Initial Term in the Basic Lease Information unless sooner terminated as provided in this Lease or sooner extended as provided in Paragraph 3.B below. If the Term Commencement Date is a date other than the first day of the calendar month, the Initial Term shall be the number of months of the Initial Term specified in the Basic Lease Information in addition to the remainder of the calendar month following the Term Commencement Date.

B. Cancellation by Tenants. Notwithstanding any provision of this Lease to the contrary, if on no later than August 31, 2018 the County of Alameda has not issued to Tenants a business license and all other required permits and approvals for the conduct by Tenants of the Permitted Use specified in the Basic Lease Information in the Premises, then Tenants may cancel this Lease by written notice received by Landlords no later than August 31, 2018. Time is the essence of the giving of such notice of cancellation. In the event this Lease is cancelled by Tenants as provided in the preceding two sentences, Landlords shall return to Tenants the prepaid Base Rent and the Security Deposit, and thereupon neither Landlords nor Tenants shall have any further rights or obligations to the other party under this Lease. If Landlords do not receive Tenants' notice of cancellation pursuant to this Paragraph 3.C no later than August 31, 2018, then the

additional documents, and attending public hearings or meetings.

C. Early Access. Tenants shall have the right to enter upon the Premises for the purpose of installing Tenants' furniture, fixtures and voice and data systems wiring commencing upon the execution and delivery of this Lease by Landlords and Tenants and the waiver or satisfaction by Tenants of the Tenants' cancellation right set forth in Paragraph 3.C above. Such early entry by Tenants shall be subject to all of the terms of this Lease, including, without limitation, the requirements of Paragraphs 4, 5, 8, 9, 11, 12, 13, 15, 16, 19, 20, 21, 25, 26 and 27, except that Tenants shall not be required to pay any Rent for the Premises during such early entry period. During such early entry period, Tenants shall not (a) conduct any business from the Premises, or (b) store or locate any property not owned or leased by Tenants on the Premises.

4. Use.

A. General. Tenants shall use the Premises for the Permitted Use and for no other use or purpose, including, without limitation operation of nightclub. Tenants shall control Tenants' employees, agents, customers, visitors, invitees, licensees, contractors, assignees and subtenants (collectively, "Tenants' Parties"). If applicable, Tenants and Tenants' Parties shall have the nonexclusive right to use, in common with other parties occupying the Building, the parking areas and driveways of the Building, subject to such rules and regulations as Landlords may from time to time prescribe.

B. Limitations. Tenants shall not permit any odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises, nor take any action, which would constitute a nuisance or would disturb, obstruct or endanger any others. If during the Term Landlords receive complaints that the use of the equipment disturbs them, then, upon the written request of Landlords, Tenants shall, at the sole cost of Tenants, shall take such reasonable steps as are necessary eliminate such disturbance. Storage outside the Premises of materials, vehicles or any other items is prohibited. Tenants shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenants cause or maintain or permit any nuisance in, on or about the Premises. Tenants shall not commit or suffer the commission of any waste in, on or about the Premises. Tenants shall not allow any sale by auction upon the Premises, or place any loads upon the floors, walls or ceilings that endanger the structure, or place any harmful liquids in the drainage system of the Building. No waste, materials or refuse shall be dumped upon or permitted to remain outside the Premises. Landlords shall not be responsible to Tenants for the non-compliance by any other Tenants or occupant of the Building with any of the above-referenced rules or any other terms or provisions of such Tenants' or occupant's lease or other contract.

C. Compliance with Regulations. Tenants accept the Premises in the condition existing as of the date of this Lease, subject to all existing or future applicable municipal, state and federal and other governmental statutes, regulations, laws and ordinances, including zoning ordinances and regulations governing and relating to the use, occupancy and possession of the Premises (collectively "Regulations"). Tenants shall, at Tenants' sole expense, strictly comply with all Regulations now in force or which may hereafter be in force relating to the Premises and the use or occupancy of the Premises. Tenants, at its sole cost and expense, shall obtain any and all licenses or permits necessary for Tenants' use and occupancy of the Premises and the conduct of Tenants' business on the Premises. Tenants shall promptly comply with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to the use and occupancy of the Premises. Tenants shall not do or permit anything to be done in, on, or about the Premises or bring or keep anything which will in any way increase the rate of any insurance upon the Premises, Building, or upon any contents therein or cause a cancellation of said insurance or otherwise affect said insurance in any manner. Tenants shall, to the maximum degree permissible by law, indemnify, defend, protect and hold Landlords harmless from and against any loss, cost, expense, damage, claims, judgments and/or settlements, attorneys' fees or liability arising out of the failure of Tenants to comply with any Regulations or to comply with the requirements as set forth in this Paragraph 4.C, excepting only matters arising from the sole active negligence or willful misconduct of Landlords. Tenants' obligations pursuant to the foregoing indemnity shall survive the termination of this Lease.

D. Hazardous Materials. Tenants shall not cause, or allow any of Tenants' Parties to cause, any Hazardous Materials to be used, generated, stored or disposed of on or about the Premises or the Building. As used in this Lease, "Hazardous Materials" shall include, but not be limited to, hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials", "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance. Tenants shall, at Tenants' sole expense, strictly comply with all existing or future applicable municipal, state and federal and other governmental statutes, regulations, laws and ordinances governing and relating to the use, generation, storage, or disposal of Hazardous Materials at the Premises. Landlords shall have the right at all reasonable times to inspect the Premises and to conduct tests and investigations to determine whether Tenants is in compliance with the foregoing provisions, the costs of all such inspections, tests and investigations to be borne by Tenants if such inspections, tests or investigations show that Tenants have violated any of the provisions of this Paragraph 4.D. Tenants shall, to the maximum degree permissible by law, indemnify, defend, protect and hold Landlords harmless from and against all liabilities, losses, costs and expenses, demands, causes of action, claims, judgments and/or settlements directly or indirectly arising out of the activities or use, generation, storage or disposal of Hazardous Materials by Tenants or any of Tenants' Parties, which indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation of any closure or other plans, whether such action is required or necessary prior to or following the termination of this Lease. Neither the written consent by Landlords to Tenants' use, generation, storage or disposal of Hazardous Materials nor the strict compliance by Tenants with all laws pertaining to Hazardous Materials shall excuse Tenants from Tenants' obligation of indemnification pursuant to this Paragraph 4.D. Tenants shall provide notice to Landlords as soon as practicable, but in no event later than thirty (30) days, of the initiation of any proceeding or action whatsoever relating to any Hazardous Materials. Tenants' obligations pursuant to the foregoing

indemnity shall survive the termination of this Lease.

5. Rules and Regulations. Tenants shall faithfully observe and comply with any rules and regulations Landlords may from time to time prescribe in writing for the purpose of maintaining the proper care, cleanliness, safety, traffic flow and general order of the Premises or Building. Tenants shall cause Tenants' Parties to comply with such rules and regulations. Landlords shall not be responsible to Tenants for the non-compliance by any other Tenants or occupant of the Building with any of the rules and regulations.

6. Rent. See Above

7. Insurance and Indemnification.

A. Landlords' Insurance. Landlords agree to maintain property insurance insuring the Building against fire, lightning, vandalism and malicious mischief (including, if Landlords elects, "All Risk" or "Special" coverage, earthquake, and/or flood insurance), in an amount not less than eighty percent (80%) of the replacement cost thereof, with deductibles, forms and endorsements as selected by Landlords in Landlords' sole discretion. Such insurance may also include, at Landlords' option, insurance against loss of Base Rent and Additional Rent, in an amount equal to the amount of Base Rent and Additional Rent payable by Tenants for a period of at least twelve (12) months commencing on the date of loss. Such insurance shall be for the sole benefit of Landlords and under Landlords' sole control. Landlords shall not be obligated to insure any property, furniture, equipment, machinery, goods or supplies which Tenants may keep or maintain in the Premises, or any leasehold improvements, additions or alterations on or to the Premises. Landlords may also carry such other insurance as Landlords may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Landlords shall determine. Landlords may obtain liability and property insurance for the Building separately, or together with other buildings and improvements under blanket policies of insurance. In such case, Tenants shall be liable for only such portion of the premiums and deductibles for such blanket policies as are available to the Building, as determined by the insurer or Landlords.

B. Tenants' Insurance.

(1) Property Insurance. Tenants shall procure at Tenants' sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the Term, insurance on all personal property and fixtures of Tenants and all improvements made by or for Tenants to the Premises, insuring such property for the full replacement value of such property.

(2) Liability Insurance. Tenants shall procure at Tenants' sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the Term Commercial General Liability and "Assault and Battery" insurance applying to the Premises and the Building, and any part of either, and any areas adjacent thereto, and the business operated by Tenants, subtenants, or by any other person on the Premises. Such insurance shall include Broad Form Contractual Liability insurance coverage insuring all of Tenants' indemnity obligations under this Lease. Such insurance shall have a minimum combined single limit of liability of at least Two Million Dollars (\$2,000,000.00), and a general aggregate limit of at least Two Million Dollars (\$2,000,000.00). All such policies shall be written to apply to all bodily injury, property damage or loss, personal injury and other loss, occurring during the policy period, shall be endorsed to add Landlords and any party holding an interest to which this Lease may be subordinated as an additional insured, and shall provide that such coverage shall be primary and that any insurance maintained by Landlords shall be excess insurance only. Such coverage shall also contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; and (d) providing for coverage of employer's automobile non-ownership liability. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insureds shall not reduce or avoid coverage to the other named insureds. Said coverage shall be written on an "occurrence" basis.

(3) General Insurance Requirements. All coverage described in this Paragraph 7.B. shall be endorsed to provide Landlords with thirty (30) days' notice of cancellation or change in terms. If at any time during the Term the amount or coverage of insurance which Tenants is required to carry under this Paragraph 7.B. is, in Landlords' reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or Tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises, Landlords shall have the right to require Tenants to reasonably increase the amount or change the types of insurance coverage required under this Paragraph 7.B. All insurance policies required to be carried under this Lease shall be written by companies acceptable to Landlords, rated A/VIII or better in "Best's Insurance Guide" and authorized to do business in California. Any deductible amounts under any insurance policies required hereunder shall be subject to Landlords' prior written approval. In any event deductible amounts shall not exceed One Thousand Dollars (\$1,000.00) without Landlords' prior written approval. Tenants shall deliver to Landlords on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expiring policies, certified copies of Tenants' insurance policies, or a certificate evidencing the same issued by the insurer thereunder, showing that all premiums have been paid for the full policy period. In any event, Tenants must provide a certificate or certificates or other proof acceptable to Landlords showing that Landlords is an additional insured on Tenants' liability policies, and that Tenants' insurance is primary to any insurance of Landlords, and Landlords' insurance, if any, shall be excess only. In the event Tenants shall fail to procure any insurance provided for herein, or to deliver policies or certificates, Landlords may, at Landlords' option and in addition to Landlords' other remedies in the event of a default by Tenants hereunder, procure the same for the

account of Tenants, and the cost thereof shall be paid to Landlords as Additional Rent.

C. Indemnification. Landlords shall not be liable to Tenants for any injury, loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or for any damage or inconvenience which may arise through repair or alteration of any part of the Building or failure to make any such repair, except as expressly otherwise provided in Paragraph 10. Tenants shall, to the maximum degree permitted by law, indemnify, defend, protect and hold Landlords harmless from and against any and all liabilities, losses, costs, damages, injuries, expenses, claims, judgments and/or settlements, including reasonable attorneys' fees and court costs, arising out of or related to: (1) claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the Premises, or from activities of Tenants, Tenants' Parties or anyone in or about the Premises, wherever occurring; (2) claims for work or labor performed, or for materials or supplies furnished to or at the request of Tenants in connection with performance of any work done for the account of Tenants within the Premises or Building; and (3) claims arising from any breach or default on the part of Tenants in the performance of any covenant contained in this Lease. The sole exception to the foregoing indemnity shall be applicable to claims arising from the sole negligence or willful misconduct of Landlords. The provisions of this Paragraph shall survive the expiration or termination of this Lease. Tenants expressly waive any right to direct the conduct of the defense of any claim or matter for which Tenants are required to indemnify Landlords. Tenants shall pay all attorneys' fees and costs of Landlords for any indemnified matter as such fees and costs are incurred.

9. Waiver of Subrogation. To the extent permitted by law and without affecting the coverage provided by insurance to be maintained hereunder, Landlords and Tenants each waive any right to recover against the other for: (a) damages for injury to or death of persons; (b) damages to property; (c) damages to the Premises or any part thereof; and (d) claims arising by reason of the foregoing due to hazards covered by insurance to the extent of proceeds recovered therefrom. This provision is intended to waive fully, and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by each party pursuant to this Lease shall include, without limitation, a waiver of subrogation by the carrier which conforms to the provisions of this Paragraph 9. Nothing in this Paragraph 9 shall limit or affect Landlords' rights of indemnity pursuant to Paragraph 7.C.

10. Landlords' Repairs and Services. Landlords shall perform on behalf of Tenants, as an item of Basic Operating Cost, the maintenance of the Building, and public and Common Areas of the Building (if any), including without limitation repair and/or replacement of the roof. Tenants shall reimburse Landlords for Tenants' Proportionate Share of all such costs in accordance with Paragraph 7. Any damage caused by or repairs necessitated by any act of Tenants, including any damage to the paved areas of the Building caused by vehicles exceeding the pavement specifications or excessive transit over paved areas, may be repaired by Landlords and at Tenants' expense. Tenants shall immediately give Landlords written notice of any defect or need of repairs after which Landlords shall have a reasonable opportunity to repair it. Landlords' liability with respect to any defects, repairs, or maintenance for which Landlords is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance.

11. Tenants' Repairs. Tenants shall at Tenants' expense maintain all parts of the Premises in a good, clean and secure condition and promptly make all necessary repairs and replacements, including without limitation all windows, glass, doors, walls and wall finishes, floor covering, pest extermination, the heating, ventilating and air conditioning systems, the landscaped areas, parking areas, driveways, fire sprinkler systems, sanitary and storm sewer lines, utility services, electric and telephone equipment, servicing the Building, exterior lighting, and anything which affects the operation and exterior appearance of the Building, which determination shall be at Landlords' sole discretion. Tenant shall at Tenant's expense maintain, doors, revelers, plumbing work and fixtures, downspouts, electrical and lighting systems, and fire sprinklers. Tenants shall at Tenants' expense also perform regular removal of trash and debris. Tenants shall, at Tenants' own expense, enter into a regularly scheduled preventive maintenance/ service contract with a maintenance contractor for servicing all hot water systems and equipment within or serving the Premises. Landlords must approve the maintenance contractor and the contract. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective and a copy thereof delivered to Landlords within thirty (30) days after the Term Commencement Date. Tenants shall not damage any demising wall or disturb the integrity and support provided by any demising wall and shall, at its sole expense, immediately repair any damage to any demising wall caused by Tenants or Tenants' Parties.

12. Alterations. Tenants shall not make, or allow to be made, any alterations or physical additions in, about or to the Premises without obtaining the prior written consent of Landlords, which consent shall not be unreasonably withheld with respect to proposed alterations and additions which: (a) comply with all applicable laws, ordinances, rules and regulations; (b) are in Landlords' opinion compatible with the Building and its mechanical, plumbing, electrical, heating/ventilation/air conditioning systems; and (c) will not interfere with the use and occupancy of any other portion of the Building by any other Tenants or its invitees. Specifically, but without limiting the generality of the foregoing, Landlords shall have the right of written consent for all plans and specifications for the proposed alterations or additions, construction means and methods, all appropriate permits and licenses, any contractor or subcontractor to be employed on the work of alteration or additions, and the time for performance of such work. Tenants shall also supply to Landlords any documents and information reasonably requested by Landlords in connection with Landlords' consideration of a request for approval hereunder. Tenants shall reimburse Landlords for all costs which Landlords may incur in connection with granting approval to Tenants for any such alterations and additions, including any costs or expenses which Landlords may incur in electing to have outside architects and engineers review said plans and specifications. All such alterations, physical additions or Improvements shall remain the property of Tenants until termination of this Lease, at which time they shall be and become the property of Landlords; provided, however, that at the time Landlords consents to any such alteration or addition Landlords may, at Landlords' option, require that Tenants, at Tenants' expense, remove any or all alterations, additions, improvements and partitions made by Tenants and restore the Premises by the termination of this Lease, whether by lapse of time, or otherwise, to their condition existing prior to the construction of any such alterations, additions, partitions or leasehold

improvements. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to cause any damage to the Premises or Building whatsoever. If Tenants fails to so remove such alterations, additions, improvements and partitions or Tenants' trade fixtures or furniture, Landlords may keep and use them or remove any of them and cause them to be stored or sold in accordance with applicable law, at Tenants' sole expense. In addition to and wholly apart from Tenants' obligation to pay Tenants' Proportionate Share of Basic Operating Cost, Tenants shall be responsible for and shall pay prior to delinquency any taxes or governmental service fees, possessory interest taxes, fees or charges in lieu of any such taxes, capital levies, or other charges imposed upon, levied with respect to or assessed against Tenants' personal property, on the value of the alterations, additions or improvements within the Premises, and on Tenants' interest pursuant to this Lease, during or applicable to the period of the Term of this Lease. To the extent that any such taxes are not separately assessed or billed to Tenants, Tenants shall pay the amount thereof as invoiced to Tenants by Landlords.

Subject to approval by the County of Alameda, Tenants may set up outdoor seating in a mutually agreeable location at no additional rent or charges. Tenants must maintain the Outdoor Seating Area which shall include, without limitation, daily cleaning and pressure washing on a regular basis.

13. Signs. Pursuant to the terms contained in this paragraph, Tenants may install signs in, on and about the Premises to the maximum extent permitted by applicable law. Tenants shall have the right to install signage on any monument/pylon sign at no additional charge. Tenants shall bear all costs and fees associated with installation of a sign in, on and about the Premises. All signs, notices and graphics of every kind or character, visible in or from public view or corridors, the Common Areas or the exterior of the Premises, shall be subject to Landlords' prior written approval. Tenants shall not place or maintain any banners whatsoever or any window decor in or on any exterior window or window fronting upon any Common Areas or service area or upon any truck doors or man doors without Landlords' prior written approval. Any installation of signs or graphics on or about the Premises and Building shall be subject to any applicable governmental laws, ordinances, regulations and to any other requirements imposed by Landlords. Tenants shall remove all such signs and graphics prior to the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Premises, Building and any other improvements contained therein, and Tenants shall repair any injury or defacement, including without limitation, discoloration caused by such installation or removal.

14. Inspection/Posting Notices. After reasonable notice, except in emergencies where no such notice shall be required, Landlords, and Landlords' agents and representatives, shall have the right to enter the Premises to inspect the same, to clean, to perform such work as may be permitted or required hereunder, to make repairs or alterations to the Premises or Building or to other Tenants spaces therein, to deal with emergencies, to post such notices as may be permitted or required by law to prevent the perfection of liens against Landlords' interest in the Building or to exhibit the Premises to prospective Tenants, purchasers, encumbrancers or others, or for any other purpose as Landlords may deem necessary or desirable; provided, however, that Landlords shall use reasonable efforts not to unreasonably interfere with Tenants' business operations. Tenants shall not be entitled to any abatement of Rent by reason of the exercise of any such right of entry. At any time within six (6) months prior to the end of the Term, Landlords shall have the right to erect on the Premises and/or Building a suitable sign indicating that the Premises are available for lease. Tenants shall give written notice to Landlords at least thirty (30) days prior to vacating the Premises and shall meet with Landlords for a joint inspection of the Premises at the time of vacating. In the event of Tenants' failure to give such notice or participate in such joint inspection, Landlords' inspection at or after Tenants' vacating the Premises shall conclusively be deemed correct for purposes of determining Tenants' responsibility for repairs and restoration.

15. Utilities. Tenants shall pay directly for all water, gas, heat, air conditioning, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto, and maintenance charges for utilities and shall furnish all electric light bulbs, ballasts and tubes. If any such services are not separately metered to Tenants, Tenants shall pay a reasonable proportion, as determined by Landlords, of all charges jointly serving other premises. Landlords shall not be liable for any damages directly or indirectly resulting from nor shall the Rent or any monies owed Landlords under this Lease herein reserved be abated by reason of: (a) the installation, use or interruption of use of any equipment used in connection with the furnishing of any such utilities or services; (b) the failure to furnish or delay in furnishing any such utilities or services when such failure or delay is caused by acts of God or the elements, labor disturbances of any character, or any other accidents or other conditions beyond the reasonable control of Landlords; or (c) the limitation, curtailment, rationing or restriction on use of water, electricity, gas or any other form of energy or any other service or utility whatsoever serving the Premises or Building. Landlords shall be entitled to cooperate voluntarily and in a reasonable manner with the efforts of national, state or local governmental agencies or utility suppliers in reducing energy or other resource consumption. The obligation to make services available hereunder shall be subject to the limitations of any such voluntary, reasonable program.

16. Subordination. Without the necessity of any additional document being executed by Tenants for the purpose of effecting a subordination, the Lease shall be subject and subordinate at all times to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Premises and/or the land upon which the Premises and Building are situated, or both; and (b) any mortgage or deed of trust which may now exist or be placed upon said Building, land, ground leases or underlying leases, or Landlords' interest or estate in any of said items which is specified as security. Notwithstanding the foregoing, Landlords shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases or any such liens to this Lease. In the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenants shall, notwithstanding any subordination, attorn to and become the Tenants of the successor in interest to Landlords at the option of such successor in interest. Within ten (10) days after request by Landlords, Tenants shall execute and deliver any additional documents evidencing Tenants' attornment or the subordination of this Lease with respect to any existing or future ground leases or underlying leases or any such mortgage or deed of trust, in the form requested by Landlords or by any ground Landlords,

mortgagee, or beneficiary under a deed of trust.

17. Financial Statements. At the request of Landlords, Tenants shall provide to Landlords Tenants' current financial statement or other information discussing financial worth of Tenants, which Landlords shall use solely for purposes of this Lease and in connection with the ownership, management and disposition of the Building.

18. Estoppel Certificate. Tenants agree from time to time, within ten (10) days after request of Landlords, to deliver to Landlords, or Landlords' designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which Rent has been paid, the unexpired portion of this Lease, and such other matters pertaining to this Lease as may be reasonably requested by Landlords. Failure by Tenants to execute and deliver such certificate shall constitute an acceptance of the Premises and acknowledgment by Tenants that the statements included are true and correct without exception. Landlords and Tenants intend that any statement delivered pursuant to this Paragraph may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Building or any interest therein. The parties agree that Tenants' obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlords' execution of the Lease, and shall be an event of default if Tenants fails to fully comply.

19. Security Deposit. Tenants agree to deposit with Landlords upon execution of this Lease, a Security Deposit in the amount specified in the Basic Lease Information, which sum shall be held by Landlords, without obligation for interest, as security for the full and timely performance of Tenants' covenants and obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of damages incurred by Landlords in case of Tenants' default. Upon the occurrence of any event of default by Tenants, Landlords may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of Rent or other payments due to Landlords hereunder, and any other damage, injury, expense or liability caused by such event of default, and Tenants shall pay to Landlords, on demand, the amount so applied in order to restore the Security Deposit to its original amount. Although the Security Deposit shall be deemed the property of Landlords, any remaining balance of such deposit shall be returned by Landlords to Tenants at such time after termination of this Lease that all of Tenants' obligations under this Lease have been fulfilled. Landlords may use and commingle the Security Deposit with other funds of Landlords. Tenants waive the provisions of California Civil Code Section 1950.7 and any other present or future law, statute or ordinance regarding security deposits held under commercial leases, and agrees that the provisions of this Paragraph 19 shall solely govern the rights and obligations of Landlords and Tenants regarding the Security Deposit.

20. Tenants' Remedies. The liability of Landlords to Tenants for any default by Landlords under the terms of this Lease are not personal obligations of the individual or other partners, directors, officers and shareholders of Landlords, and Tenants agrees to look solely to Landlords' interest in the Building for the recovery of any amount from Landlords, and shall not look to other assets of Landlords nor seek recourse against the assets of the individual or other partners, directors, officers and shareholders of Landlords. Any lien obtained to enforce any such judgment and any levy of execution thereon shall be subject and subordinate to any lien, mortgage or deed of trust on the Building.

21. Assignment and Subletting.

A. General. Tenants shall not assign this Lease or sublet the Premises or any part thereof without Landlords' prior written approval except as provided herein. If Tenants desires to assign this Lease or sublet any or all of the Premises, Tenants shall give Landlords written notice thirty (30) days prior to the anticipated effective date of the assignment or sublease. Landlords shall then have a period of thirty (30) days following receipt of such notice to notify Tenants in writing that Landlords elects either: (1) to terminate this Lease as to the space so affected as of the date so requested by Tenants, (2) to permit Tenants to assign this Lease or sublet such space to the proposed assignee or subtenants, or (3) to withhold or deny consent to the proposed assignment or sublet on any of the basis set forth in this Paragraph 21 or any other reasonable basis; provided, however, that if Landlords elect to terminate this Lease as provided in subitem (1) above, then Tenants shall have the right to withdraw Tenants' written notice of the proposed assignment or subletting by written notice given to Landlords within five (5) days after receipt by Tenants of Landlords' notice election to terminate. If Landlords do not exercise the option to terminate this Lease as provided in subitem (1) above, Landlords' consent to a proposed assignment or sublet shall not be unreasonably withheld. Without limiting the other instances in which it may be reasonable for Landlords to withhold Landlords' consent to an assignment or subletting, Landlords and Tenants acknowledge that it shall be reasonable for Landlords to withhold Landlords' consent in the following instances: (i) the use of the Premises by such proposed assignee or subtenants would not be a permitted use or would increase the Parking Density of the Building; (ii) the proposed assignee or subtenants is not of sound financial condition; (iii) the proposed assignee or subtenants is a governmental agency; (iv) the proposed assignee or subtenant does not have a good reputation as a Tenants of property; (v) the proposed assignee or subtenant is a person with whom Landlords are negotiating to lease space in the Building; (vi) the assignment or subletting would entail any alterations which would lessen the value of the leasehold improvements in the Premises; (vii) if Tenants are in default of any obligation of Tenants under this Lease, or (viii) Tenants have defaulted under this Lease on three (3) or more occasions during any twelve (12) months preceding the date that Tenants shall request consent. Failure by Landlords to approve a proposed assignee or subtenants shall not cause a termination of this Lease or grounds for any claim by Tenants against Landlords. The consent of Landlords to any assignment or subletting shall be in the form and substance required by Landlords and may require execution by Tenants and the assignee or sublessee. Upon a termination under this Paragraph 21.A., Landlords may lease the Premises to any party, including parties with whom Tenants have negotiated an assignment or sublease, without incurring any liability to Tenants. No assignee or sublessee shall have a right further to assign or sublet, except with the consent of Landlords as required in this Paragraph 21.

B. Transferee Information Required. If Tenants desire to assign its interest in this Lease or sublet the Premises, or transfer any interest of Tenants therein, or permit the use of the Premises by another party (hereinafter collectively referred to as a "Transfer"), Tenants shall give Landlords at least thirty (30) days prior written notice of the proposed Transfer and of the terms of such proposed Transfer, including, without limitation, the name and legal composition of the proposed transferee, a financial statement of the proposed transferee, the nature of the proposed transferee's business to be carried on in the Premises (including a list of the type and quantities of all Hazardous Materials to be used by the transferee on the Premises), the payment to be made or other consideration to be given to Tenants on account of the Transfer, and such other pertinent information as may be reasonably requested by Landlords, all in sufficient detail to enable Landlords to evaluate the proposed Transfer and the prospective transferee. For purposes of the Lease, any sale or transfer of capital stock, including redemption or issuance of additional stock of any class, will not be deemed an assignment, subletting or transfer of the Lease.

C. Bonus Rent. All Rent or other consideration realized by Tenants under any such sublease or assignment in excess of the Rent payable hereunder, after amortization of a reasonable brokerage commission, shall be paid to Landlords. In any subletting or assignment undertaken by Tenants, Tenants shall diligently seek to obtain the maximum rental amount available in the marketplace for such subletting or assignment.

D. Corporation. If Tenants are a corporation, a transfer of corporate shares by sale, assignment, bequest, inheritance, operation of law or other disposition (including such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency or other proceedings), so as to result in a change in the present control of such corporation or any of its parent corporations by the person or persons owning a majority of said corporate shares, shall constitute an assignment for purposes of this Lease..

E. Partnership. If Tenants are a partnership, joint venture or other business form, a transfer of the interest of persons, firms or entities responsible for managerial control of Tenants by sale, assignment, bequest, inheritance, operation of law or other disposition, so as to result in a change in the present control of said entity and/or a change in the identity of the persons responsible for the general credit obligations of said entity shall constitute an assignment for all purposes of this Lease.

F. Liability. No assignment or subletting by Tenants shall relieve Tenants of any obligation under this Lease. Any assignment or subletting which conflicts with the provisions hereof shall be void.

22. Authority of Parties. Landlords represent and warrant that it has full right and authority to enter into this Lease and to perform all of Landlords' obligations hereunder. Tenants represent and warrant that it has full right and authority to enter into this Lease and to perform all of Tenants' obligations hereunder.

23. Condemnation.

A. Condemnation Resulting in Termination. If the whole or any substantial part of the Building of which the Premises are a part should be taken or condemned for any public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the Permitted Use of the Premises, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises shall have occurred.

B. Condemnation Not Resulting in Termination. If a portion of the Building of which the Premises are a part should be taken or condemned for any public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in Paragraph 23.A. above, this Lease shall not terminate, but the Rent payable hereunder during the unexpired portion of the Lease shall be reduced, beginning on the date when the physical taking shall have occurred, in the proportion that the square foot area of that portion of the Premises so taken bears to the original square footage of the Premises.

C. Award. Landlords shall be entitled to any and all payment, income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such taking or conveyance and Tenants shall have no claim against Landlords or otherwise for the value of any unexpired portion of this Lease. Notwithstanding the foregoing, any compensation specifically awarded Tenants for loss of business, Tenants' personal property, moving costs or loss of goodwill, shall be and remain the property of Tenants.

24. Casualty Damage.

A. General. If the Premises or Building should be damaged or destroyed by fire, tornado or other casualty, Tenants shall give prompt written notice thereof to Landlords. Within sixty (60) days after Landlords' receipt of such notice, Landlords shall notify Tenants whether in Landlords' opinion such repairs can reasonably be made: (1) within ninety (90) days; (2) in more than ninety (90) days but in less than one hundred eighty (180) days; or (3) in more than one hundred eighty (180) days. Landlords' determination shall be binding on Tenants.

B. Less Than 90 Days. If the Premises or Building should be damaged by fire, tornado or other casualty but only to such extent that rebuilding or repairs can in Landlords' reasonable estimation be completed within ninety (90) days, this Lease shall not terminate, and provided that insurance proceeds are available to fully repair the damage, Landlords shall proceed to rebuild and repair the Premises to substantially the condition in which they existed prior to such damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenantable in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenantable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy.. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

C. Greater Than 90 Days But Less Than 180 Days. If the Premises or Building should be damaged by fire, tornado or other casualty but only to such extent that rebuilding or repairs can in Landlords' reasonable estimation be completed in more than ninety (90) days but in less than one hundred eighty (180) days, then Landlords shall have the option of either: (1) terminating the Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of the Lease; or (2) electing to rebuild or repair the Premises to substantially the condition in which they existed prior to such damage, provided that insurance proceeds are available, to fully repair the damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Landlords shall give Tenants written notice of Landlords' election of within sixty (60) days after receipt of Tenants' written notice of the damage. If Landlords elects to rebuild or repair, then Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenantable in whole or in part following such damage, the Rent payable under this Lease during the period in which the Premises are untenantable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

D. Greater Than 180 Days. If the Premises or Building should be so damaged by fire, tornado or other casualty that rebuilding or repairs cannot in Landlords' estimation be completed within one hundred eighty (180) days, then Landlords shall have the option of either: (1) terminating the Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of the Lease; or (2) electing to rebuild or repair the Premises to substantially the condition in which they existed prior to such damage, provided that insurance proceeds are available, to fully repair the damage, except that Landlords shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenants. Landlords shall give Tenants written notice of Landlords' election of within sixty (60) days after receipt of Tenants' written notice of the damage. If Landlords elects to rebuild or repair, then Tenants shall be obligated to repair and replace its furniture, fixtures, equipment and personal property. If the Premises are untenantable in whole or in part following such damage, the Rent payable under this Lease during the period in which the Premises are untenantable shall be abated proportionately, but only to the extent of the rental abatement insurance proceeds received by Landlords and during the time and to the extent the Premises are unfit for occupancy. Landlords shall not be required to commence repair unless and until Landlords has received all available insurance proceeds. The repair period shall be extended for delays caused by the fault or neglect of Tenants or because of acts of God, acts of public agencies, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuels, or delays of the contractors or subcontractors or any other causes or contingencies beyond the reasonable control of Landlords.

E. Tenants' Fault. If the Premises or any other portion of the Building are damaged by fire or other casualty resulting from the fault, negligence, or breach of this Lease by Tenants or any of Tenants' Parties, Base Rent and Additional Rent shall not be diminished during the repair of such damage, Tenants shall be liable to Landlords for the cost and expense of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by insurance proceeds and Tenants shall have no right to terminate this Lease pursuant to this Paragraph 24.

F. Uninsured Casualty. Notwithstanding anything herein to the contrary, in the event that the Premises or Building are damaged or destroyed and are not fully covered by the insurance proceeds received by Landlords or in the event that the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then in either case Landlords shall have the right to terminate this Lease by delivering written notice of termination to Tenants within thirty (30) days after the date of notice to Landlords that said damage or destruction is not fully covered by insurance or such requirement is made by any such holder, as the case may be, whereupon all rights and obligations hereunder shall cease and terminate.

G. Waiver. Tenants waives the provisions of Sections 1932(a), 1933(4), 1941 and 1942 of the Civil Code of California and of any other present or future law, statute or ordinance relating to the rights of a Tenants to terminate a commercial lease in the event the leased premises are damaged or destroyed, and agrees that in the event of damage or destruction of the Premises the rights and obligations of Tenants shall be solely governed by this Paragraph 24.

25. Holding Over. If Tenants shall retain possession of the Premises or any portion thereof without Landlords' consent following the expiration of the Lease or sooner termination for any reason, then Tenants shall pay to Landlords for each day of such retention one hundred fifty percent (150%) the amount of the daily rental as of the last month prior to the date of expiration or termination. Tenants also shall indemnify, defend, protect and hold Landlords harmless from any loss, liability, cost and expense, including, to the maximum degree permissible by law, reasonable attorneys' fees, demands, causes of action, claims, judgments and/or settlements directly or indirectly resulting from delay by Tenants in surrendering the Premises, including, without limitation, any claims made by any succeeding Tenants founded on such delay. Acceptance of Rent by Landlords following expiration or termination shall not constitute a renewal of this Lease, and nothing contained in this Paragraph 25 shall waive Landlords' right of reentry or any other right. Unless Landlords consents in writing to Tenants' holding over, Tenants shall be only a Tenants at sufferance, whether or not Landlords accepts any Rent from Tenants while Tenants is holding over without Landlords' written consent. Additionally, in the event that upon termination of the Lease, Tenants has not fulfilled its obligation with respect to repairs and cleanup of the Premises or any other Tenants obligations as set forth in this Lease, then Landlords shall have the right to perform any such obligations as it deems necessary at Tenants' sole cost and expense, and any time required by Landlords to complete such obligations shall be considered a period of holding over and the terms of this Paragraph 25 shall apply.

26. Default.

A. Events of Default. The occurrence of any of the following shall constitute an event of default on the part of Tenants:

(1) Abandonment. Abandonment of the Premises for a continuous period in excess of ten (10) days. Tenants waives any right to notice Tenants may have under Section 1951.3 of the Civil Code of the State of California, the terms of this Paragraph 26.A. being deemed such notice to Tenants as required by said Section 1951.3.

(2) Nonpayment of Rent. Failure to pay any installment of Rent or any other amount due and payable hereunder upon the date when said payment is due.

(3) Other Obligations. Failure to perform any obligation, agreement or covenant under this Lease other than those matters specified in sub-paragraphs (1) and (2) of this Paragraph 26.A., such failure continuing for fifteen (15) days after written notice of such failure.

(4) General Assignment. A general assignment for the benefit of creditors by Tenants.

(5) Bankruptcy. The filing of any voluntary petition in bankruptcy by Tenants, or the filing of an involuntary petition against Tenants by the creditors of Tenants, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenants has the right to affirm this Lease and continue to perform the obligations of Tenants hereunder, such trustee or Tenants shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenants hereunder outstanding as of the date of the affirmance of this Lease and provide to Landlords such adequate assurances as may be necessary to ensure Landlords of the continued performance of Tenants' obligations under this Lease.

(6) Receivership. The employment of a receiver to take possession of substantially all of the assets of Tenants or the Premises if such appointment remains undismissed or undischarged for a period of ten (10) days after the order therefor.

(7) Attachment. The attachment, execution or other judicial seizure of all or substantially all of the assets of Tenants or the Premises if such attachment or other seizure remains undismissed or undischarged for a period of ten (10) days after the levy thereof.

B. Remedies Upon Default.

(1) Termination. In the event of the occurrence of any event of default, Landlords shall have the right to give a written termination notice to Tenants, and on the date specified in such notice, Tenants' right to possession shall terminate, and this Lease shall terminate unless on or before such date all arrears of rental and all other sums payable by Tenants under this Lease and all costs and expenses incurred by or on behalf of Landlords hereunder shall have been paid by Tenants and all other events of default of this Lease by Tenants at the time existing shall have been fully remedied to the satisfaction of Landlords. At any time after such termination, Landlords may recover possession of the Premises or any part thereof and expel and remove therefrom Tenants and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlords may have under this Lease, or at law or equity by reason of Tenants' default or of such termination. Without limiting the rights and remedies of Landlords in the event of a default by Tenants, Landlords may exercise all rights and remedies of a Landlords under Section 1951.2 of the Civil Code of the State of California (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations) or any successor code section.

(2) Continuation After Default. Even though an event of default may have occurred, this Lease shall continue in effect for so long as Landlords does not terminate Tenants' right to possession under Paragraph 26.B.(l) hereof, and Landlords may enforce all of Landlords' rights and remedies under this Lease, including without limitation, the right to recover Rent as it becomes due. Acts of maintenance, preservation or efforts to lease the Premises or the appointment of a receiver upon application of Landlords to protect Landlords' interest under this Lease shall not constitute an election to terminate Tenants' right to possession. Without limiting the rights and remedies of Landlords in the event of a default by Tenants, Landlords, without terminating this Lease, may exercise all of the rights and remedies of a Landlords under Section 1951.4 of the Civil Code of the State of California or any successor code section. Landlords may re-enter the Premises by summary proceedings or otherwise, remove all persons and property from the Premises without liability to any person for damage sustained by reason of such removal, and relet the Premises at such rental and upon such terms and conditions as Landlords in its sole discretion may deem advisable. Landlords may store any property of Tenants in a public warehouse or elsewhere, at Tenants' expense, or otherwise dispose of such property in any manner provided by law. In the event Landlords re-enters the Premises, Tenants shall remain liable for the Rent and all other sums payable under this Lease, plus the reasonable cost of obtaining possession of and reletting the Premises, including, without limitation, any repairs and alterations necessary to prepare the Premises for reletting and brokerage commissions, less the rents actually received from such reletting. To the fullest extent permitted by law, all rent and other consideration received by Landlords upon any reletting shall be applied: first, to the costs of reletting; second, to the payment of any accrued, unpaid Additional Rent; third, to the payment of accrued, unpaid Base Rent; and fourth, the residue, if any, shall be held by Landlords and applied to the payment of other obligations of Tenants to Landlords as the same become due, with any remaining residue, if any, to be retained by Landlords. Any and all deficiencies so payable by Tenants shall be paid monthly on the date provided in this Lease for the payment of Base Rent. No such re-entry or taking of possession of the Premises by Landlords shall constitute an election on the part of Landlords to terminate this Lease unless specific written notice of such termination is given to Tenants.

C. Damages After Default. Should Landlords terminate this Lease pursuant to the provisions of Paragraph 26.B.(l) hereof, Landlords shall have the rights and remedies of a Landlords provided by Section 1951.2 of the Civil Code of the State of California, or successor code sections. Upon such termination, in addition to any other rights and remedies to which Landlords may be entitled under applicable law, Landlords shall be entitled to recover from Tenants: (1) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination, (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenants proves could have been reasonably avoided, (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenants proves could be reasonably avoided; and (4) any other amount necessary to compensate Landlords for all the detriment proximately caused by Tenants' failure to perform Tenants' obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in items (1) and (2), above shall be computed at the lesser of the "prime rate," as announced from time to time by Wells Fargo Bank, N.A. (San Francisco), plus five (5) percentage points, or the maximum interest rate allowed by law ("**Applicable Interest Rate**"). The "worth at the time of award" of the amount referred to in item (3) above shall be computed by discounting such amount at the Federal Discount Rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

D. Late Charge. If any installment of Rent is not received by Landlords within five (5) days after the date when due, such amount shall bear interest at the Applicable Interest Rate from the date on which said payment shall be due until the date on which Landlords shall receive said payment. In addition, Tenants shall pay Landlords a late charge equal to five percent (5%) of the delinquent amount, to compensate Landlords for the loss of the use of the amount not paid and the administrative costs caused by the delinquency, the parties agreeing that Landlords' damage by virtue of such delinquencies would be difficult to compute and the amount stated herein represents a reasonable estimate thereof. This provision shall not relieve Tenants of Tenants' obligation to pay Rent at the time and in the manner herein specified.

E. Remedies Cumulative. Landlords shall have all rights and remedies available at law or in equity to redress any event of default by Tenants. All rights, remedies, privileges and elections by Landlords are cumulative and not alternative to the extent permitted by law.

27. Liens. Tenants shall keep the Premises free from liens arising out of or related to work performed, materials or supplies furnished or obligations incurred by Tenants or in connection with work made, suffered or done by or on behalf of Tenants in or on the Premises or Building. In the event that Tenants shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlords shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as Landlords shall deem proper, including payment of the claim giving rise to such lien. All sums paid by Landlords on behalf of Tenants and all expenses incurred by Landlords in connection therefor shall be payable to Landlords by Tenants on demand with interest at the Applicable Interest Rate. Landlords shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlords shall deem proper, for the protection of Landlords, the Premises, the Building and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenants shall give Landlords not less than ten (10) business days prior written notice of the commencement of any work in the Premises or Building which could lawfully give rise to a claim for mechanics' or materialmen's liens.

28. Substitution. At any time after execution of this Lease, Landlords may substitute for the Premises other premises in the Building (the "New Premises") upon not less than sixty (60) days prior written notice, in which event the New Premises shall be deemed to

be the Premises for all purposes hereunder; provided however, that:

A.

The New Premises shall be substantially the same in size and quality as the Premises, and shall be placed in that condition by Landlords at the cost of Landlords;

B. The New Premises shall be appropriate for the Permitted Use specified in the Basic Lease Information;

C. If Tenants are occupying the Premises at the time of such substitution, Landlords shall pay the expense of physically moving Tenants, Tenants' property and equipment to the New Premises and shall, at Landlords' sole cost, improve the New Premises with improvements substantially similar to those Landlords has committed to provide or has provided in the Premises;

D. If the New Premises are smaller than the Premises as they existed before the relocation, then Base Rent and Lessee's Percentage Share shall be adjusted based upon the square footage of the new premises. No change in Base Rent or Lessee's Percentage Share shall be made if the New Premises are larger than the Premises as they existed before the relocation; and

E. The parties shall promptly execute an amendment to this Lease identifying the New Premises and reflecting any change in Base Rent and Lessee's Percentage Share.

29. Transfers by Landlords. In the event of a sale or conveyance by Landlords of the Building or a foreclosure by any creditor of Landlords, the same shall operate to release Landlords from any liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenants, to the extent required to be performed after the passing of title to Landlords' successor-in-interest. In such event, Tenants agrees to look solely to the responsibility of the successor-in-interest of Landlords under this Lease with respect to the performance of the covenants and duties of "Landlords" to be performed after the passing of title to Landlords' successor-in-interest. This Lease shall not be affected by any such sale and Tenants agree to attorn to the purchaser or assignee. Landlords' successor(s)-in-interest shall not have liability to Tenants with respect to the failure to perform all of the obligations of "Landlords", to the extent required to be performed prior to the date such successor(s)-in-interest became the owner of the Building.

30. Right of Landlords to Perform Tenants' Covenants. All covenants and agreements to be performed by Tenants under any of the terms of this Lease shall be performed by Tenants at Tenants' sole cost and expense and without any abatement of Rent. If Tenants shall fail to pay any sum of money, other than Base Rent and Basic Operating Cost, required to be paid by Tenants hereunder or shall fail to perform any other act on Tenants' part to be performed hereunder, and such failure shall continue for five (5) days after written notice thereof by Landlords, Landlords may, but shall not be obligated to do so, and without waiving or releasing Tenants from any obligations of Tenants, make any such payment or perform any such act on Tenants' part to be made or performed. All sums, so paid by Landlords and all necessary incidental costs together with interest thereon at the Applicable Interest Rate from the date of such payment by Landlords shall be payable to Landlords on demand, and Tenants covenants to pay such sums, and Landlords shall have, in addition to any other right or remedy of Landlords, the same right and remedies in the event of the non-payment thereof by Tenants as in the case of default by Tenants in the payment of Base Rent and Basic Operating Cost.

31. Waiver. If either Landlords or Tenants waive the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of Rent by Landlords shall not constitute a waiver of any preceding breach by Tenants of any term, covenant or condition of this Lease, regardless of Landlords' knowledge of such preceding breach at the time Landlords accepted such Rent. Failure by Landlords to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or to decrease the right of Landlords to insist thereafter upon strict performance by Tenants. Waiver by Landlords of any term, covenant or condition contained in this Lease may only be made by a written document signed by Landlords.

32. Notices. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements with reference to sending, mailing or delivery of any notice or the making of any payment by Landlords or Tenants to the other shall be deemed to be complied with when and if the following steps are taken:

A. Rent. All Rent and other payments required to be made by Tenants to Landlords hereunder shall be payable to Landlords at the address set forth in the Basic Lease Information, or at such other address as Landlords may specify from time to time by written notice delivered in accordance herewith. Tenants' obligation to pay Rent and any other amounts to Landlords under the terms of this Lease shall not be deemed satisfied until such Rent and other amounts have been actually received by Landlords.

B. Other. All notices, demands, consents and approvals which may or are required to be given by either party to the other hereunder shall be in writing and either personally delivered, sent by commercial overnight courier, or mailed, certified or registered, postage prepaid, and addressed to the party to be notified at the address for such party as specified in the Basic Lease Information or to such other place as the party to be notified may from time to time designate by at least fifteen (15) days notice to the notifying party. Notices shall be deemed served upon receipt or refusal to accept delivery. *Tenants appoints as its agent to receive the*

service of all default notices and notice of commencement of unlawful detainer proceedings the person in charge of or apparently in charge of occupying the Premises at the time, and, if there is no such person, then such service may be made by attaching the same on the main entrance of the Premises. Notices given to Tenants after the Term Commencement Date shall be given to Tenants at the address of the Premises.

33. Attorneys' Fees. In the event that Landlords places the enforcement of this Lease, or any part thereof, or the collection of any Rent due, or to become due hereunder, or recovery of possession of the Premises in the hands of an attorney, Tenants shall pay to Landlords, upon demand, Landlords' reasonable attorneys' fees and court costs. In any action which Landlords or Tenants brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party including reasonable attorneys' fees, to be fixed by the court, and said costs and attorneys' fees shall be a part of the judgment in said action.

34. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of Landlords, its successors and assigns, and shall be binding upon and inure to the benefit of Tenants, its successors, and to the extent assignment is approved by Landlords hereunder, Tenants' assigns.

35. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlords, Landlords shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Landlords.

36. No Brokerage Commission. Landlords and Tenants each acknowledge that there is no broker representing either of them in this matter.

37. Waiver of Jury Trial. Landlords and Tenants each acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights to trial by jury, and each party does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Lease, Tenants' use of occupancy of the Premises and/or any claim of injury or damage.

38. Surrender. Tenants agrees that on the last day of the Term, or on the sooner termination of this Lease, Tenants shall surrender the Premises to Landlords (a) in good condition and repair (damage by acts of God, fire, normal wear and tear and performance of Landlords' obligations under this Lease excepted), but with all interior walls repaired and touch painted, all floors cleaned, all non-working light bulbs and ballasts replaced and all rollup doors, docks, dock levelers and plumbing fixtures in good condition and working order, (b) "broom clean", free of trash, debris and the personal property of Tenants, and (c) free of all Hazardous Materials used, generated, stored or disposed of on or about the Premises or the Building by Tenants or Tenants' Parties. Normal wear and tear shall not include any damage or deterioration to the floors of the Premises arising from the use of forklifts in, on or about the Premises, and any damage or deterioration that would have been prevented by proper maintenance by Tenants, or Tenants otherwise performing all of its obligations under this Lease. On or before the expiration or sooner termination of this Lease Tenants shall remove, at Tenants' expense, (i) all of Tenants' furniture, movable fixtures, equipment, inventory and other personal property and Tenants' signage from the Premises and the Building and repair any damage caused by such removal, (ii) all alterations, additions and improvements made to the Premises by Tenants to which Landlords consented and required their removal pursuant to Paragraph 12 and repair all damage to the Premises caused by such removal, and (iii) all alterations, additions and improvements made to the Premises by Tenants without Landlords' consent pursuant to Paragraph 12 and repair all damage to the Premises caused by such removal. Any of Tenants' furniture, movable fixtures, equipment, inventory and other personal property not so removed by Tenants as required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlords at Tenants' expense, and Tenants waives all claims against Landlords for any damages resulting from Landlords' retention and disposition of such property; provided, however, that Tenants shall remain liable to Landlords for all costs incurred in storing and disposing of such abandoned property of Tenants. All alterations, additions and improvements made to the Premises by Tenants except those that Landlords require Tenants to remove shall remain in the Premises as the property of Landlords. Notwithstanding the foregoing to the contrary, if this Lease is terminated before the scheduled end of the Term for any reason other than a breach or default by Tenants under this Lease, then Landlords shall provide Tenants with written notice requiring Tenants, at Tenants' expense, to remove any or all alterations, additions and improvements made to the Premises by Tenants and to repair any damage caused by such removal, such written notice to be given to Tenants by Landlords within thirty (30) days after the date of such termination.

39. Miscellaneous.

A. General. The term "Tenants" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their respective successors, executors, administrators and permitted assigns, according to the context hereof.

- B. Time. Time is of the essence regarding this Lease and all of its provisions.
- C. Choice of Law. This Lease shall in all respects be governed by the laws of the State of California.
- D. Entire Agreement. This Lease, together with its Exhibits, contains all the agreements of the parties hereto and supersedes any previous negotiations. There have been no representations made by the Landlords or understandings made between the parties other than those set forth in this Lease and its Exhibits.
- E. Modification. This Lease may not be modified except by a written instrument by the parties hereto.
- F. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.
- G. Recordation. Tenants shall not record this Lease or a short form memorandum hereof.
- H. Examination of Lease. Submission of this Lease to Tenants does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlords and Tenants.
- I. Accord and Satisfaction. No payment by Tenants of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction of full payment of Rent, and Landlords may accept such payment without prejudice to Landlords' right to recover the balance of such Rent or to pursue other remedies.
- J. Easements. Landlords may grant easements on the Building and dedicate for public use portions of the Building without Tenants' consent; provided that no such grant or dedication shall substantially interfere with Tenants' use of the Premises. Upon Landlords' demand, Tenants shall execute, acknowledge and deliver to Landlords documents, instruments, maps and plats necessary to effectuate Tenants' covenants hereunder.
- K. Drafting and Determination Presumption. The parties acknowledge that this Lease has been agreed to by both the parties, that both Landlords and Tenants have consulted with attorneys with respect to the terms of this Lease and that no presumption shall be created against Landlords because Landlords drafted this Lease. Except as otherwise specifically set forth in this Lease, with respect to any consent, determination or estimation of Landlords required in this Lease or requested of Landlords, Landlords' consent, determination or estimation shall be made in Landlords' good faith opinion, whether objectively reasonable or unreasonable.
- L. Attachments. Basic Lease Information and any Exhibit(s) are hereby incorporated herein by this reference.
- M. No Light, Air or View Easement. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to or in the vicinity of the Building shall in no way affect this Lease or impose any liability on Landlords.
- N. No Third Party Benefit. This Lease is a contract between Landlords and Tenants and nothing herein is intended to create any third party benefit.
- O. Representations by Tenants. Tenants represent and warrant to Landlords that each individual executing this Lease on behalf of Tenants are authorized to do so on behalf of Tenants and that Tenants are not, and the entities or individuals constituting Tenants or which may own or control Tenants or which may be owned or controlled by Tenants are not (i) in violation of any laws relating to terrorism or money laundering, and/or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tllsdn.pdf> or any replacement website or other replacement official publication of such list.

P.

Confidentiality. Landlords and Tenants will maintain all information in confidence and will not disclose such information to any other party without written consent. Confidential Information may be released to the parties' attorneys, employees, partners, consultants and lenders who have a reasonable need for such confidential information, provided that such individuals/entities agree to maintain the confidential nature of the information.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORDS

TENANTS

Signed By: Kai Eng 8-1-18
Name: KAI ENG, Landlord Date

Signed By: Michael Hung 7/27/18
Name: Michael Hung, Tenant Date

Signed By: Paula Eng 8/1/18
Name: Paula Eng, Landlord Date

Signed By: _____
Date

Print Name _____, Tenant

Signed By: Pamela Eng 8-1-18
Name: Pamela Eng, Landlord Date

(*) completely signed last page 17 of contract sent in email July 26, 2018 at 3:52pm



APPLICATION FOR REPORT OF RESIDENTIAL BUILDING RECORD (3-R Report)

Oakland Housing Code, Sec. H-206

FOR CITY USE ONLY

* 1 KITCHEN IN RETAIL LEVEL RESTAURANT

Address of Subject Property: 801-815 Washington Street Drive OAKLAND
Avenida Way

Name of Applicant: Alta V. Walters

Mailing Address of Applicant: 653 11th Street
Oakland, CA 94607

Name and address of Owner (if different from above): Santelia Johnson

Date Completed 5/9/01
 Expiration Date 8/9/01
 Completed by S.M. Buggs

Total number of HABITABLE buildings on premises: 2 Total number of ACCESSORY buildings on premises: 0
 Existing BASEMENT or CELLAR? yes no Habitable BASEMENT or CELLAR? yes no
 Existing ATTIC? yes no Habitable ATTIC? yes no
 Number of STORIES: 3 Construction Material: Wood frame Block Steel brick
 Owner-occupied? yes no
 Number of dwelling UNITS or APARTMENTS: _____ Number of HOUSEKEEPING units: _____ Number of HOTEL/Guest rooms: 38
 Number of KITCHENS: 1* Total number of HABITABLE ROOMS (excluding bath, toilet, laundry, utility rooms and closets): 38 SRO

I certify that I am the APPLICANT named hereto, that I have familiarized myself with the residential building with respect to preparing and filing this application, that the answers herein contained are in all respects true and accurate to the best of my knowledge and belief, and that they may not correlate with the City's official records as recorded below.

Signature of Applicant: [Signature] Date: 4/12/01 Telephone: (510) 834-8750

REPORT OF RESIDENTIAL BUILDING RECORD

This is NOT to be construed that said residential building complies with all applicable laws of the City and only sets forth the report as of the date completed shown above.

Zone District: C-52 Date of original building construction: APPROX. 1880 Building type: VN

Original OCCUPANCY or USE: 3 Story rooming house and commercial space

Plans on file? no yes SFD? no yes Cert. of Occupancy issued? no yes Date _____ Number _____

Total number of HABITABLE BUILDINGS: 1 Total number of ACCESSORY BUILDINGS: _____ Total number of HABITABLE ROOMS: 31 Total number of UNITS or APARTMENTS: _____

Building related PERMITS ISSUED:	Permit #	Date	CONDITIONS/VARIANCES:
Remodel store front	A2358n	5/22/25	
Reroof	A15551	4/22/26	
Build stairs to the roof	A36745	12/21/28	
Interior repairs	A71237	2/19/38	
Alterations to store	A73964	8/27/38	
Change back steps and landing	A74344	9/17/38	

Present AUTHORIZED OCCUPANCY or USE (insofar as ascertainable from existing City records): 3 Story hotel and 31 rooms and commercial space

This Report of Residential Building Record shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions or requirements of any laws or ordinances of the City of Oakland, nor shall such issuance thereafter prevent requiring corrections of errors, violations, or any applicable law or ordinance of the City of Oakland. This report contains information insofar as ascertainable from City records. It shall be unlawful for the owner or authorized agent of the owner, to sell this residential building without first delivering to the buyer this Report of Residential Building Record prior to the consummation of sale.

May 9, 2001

[Signature]
 Authorized Signatory City of Oakland
 Sequoia Buggs

Date: 04/12/01 Amt Paid: \$100.00
 By: ANL Register R03 Receipt# 056555

Report of Residential Building Record (3R)

Address: 801-815 WASHINGTON ST.

Building related PERMITS ISSUED:

	<u>Permit #</u>	<u>Permit Date</u>
Misc. repairs to store	A75631	12/15/38
Alterations to store	A78443	6/14/39
Interior alterations	A79021	7/31/39
Alterations to rear of store	A88238	8/28/39
Alterations to store front	A84206	4/20/40
Remove/replace floor and joists	A86119	8/8/40
Alterations to interior	A92292	1/28/42
Remove/replace fireescapes	B12625	1/20/48
Change rear exit doors	B29546	1/27/50
Alterations to store	B71497	4/1/58
Addition to fireescape	B83831	3/29/60-
Alterations and repairs per Housing	C3958	3/18/63
Alterations and repairs to convert to hotel and stores	C19338	3/19/65
Install fire stops 2nd & 3rd floors	C87360	8/3/77
Alterations to relocate restaurant	D21476	9/10/81
Renovations to 2nd & 3rd floor	D44201	11/1/88
Installation fireescap ladders	B8901218	5/3/89
Repair stairs	B9203616	3/19/93-CAN
Complete B9203616	B9300877	9/8/93
Fire repairs	B9403931	5/18/95
Interior alterations	B9502762	5/15/96
Seismic upgrades	B9404716	5/18/95

End of Report

May 9, 2001

Date

AM Buggs
 Authorized Signature, City of Oakland
 Sequonite M. Buggs

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

CITY OF OAKLAND



2011 JUN 10 PM 2:38
250 Frank H. Ogawa Plaza, Suite 5313
P. O. Box 70243
Oakland, California 94612 - 0243
Community and Economic Development Agency
Rent Adjustment Program

(510) 238-3721
FAX (510) 238-6181
TDD (510) 238-3254

REQUEST TO DISMISS PETITION

Date June 10, 11

I, Larry Higginbotham, filed a petition with the Oakland Rent Adjustment Program.

The Case Number is T11-081. I request that my petition be dismissed.

- I have moved and my new address is:

805 Washington St #13
(Street Address)

Oakland, Ca
(City/State/Zip Code)

Signed Larry Higginbotham
Petitioner

Date June 10, 11

ORDER

At the request of the Petitioner, case number T11-0081 is dismissed without prejudice.

June 17, 2011
Dated

Brenda Bunell
PROGRAM ANALYST

Retaliation against tenants for using the Rent Adjustment process is prohibited by California Civil Code Section 1942.5 and Oakland Municipal Code Section 8.22.130.

PROOF OF SERVICE

Case Number T11-0081

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

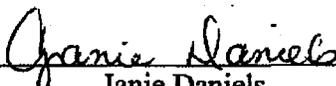
Today, I served the attached Request to Dismiss Petition by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Kie Eng
Daniel Cheah, Manager
805 Washington Street
Oakland, CA 94607

L. Higgenbottom
805 Washington Street, #13
Oakland, CA 94607

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 20, 011**, in Oakland, California.



Janie Daniels
Oakland Rent Adjustment Program

OLD OAKLAND DISTRICT
Contingency Contributor

Ser. No. _____
HABS _____ HAER _____ NR⁴Db _____ SHL _____ Loc _____
UTM: A _____ B _____
C _____ D _____

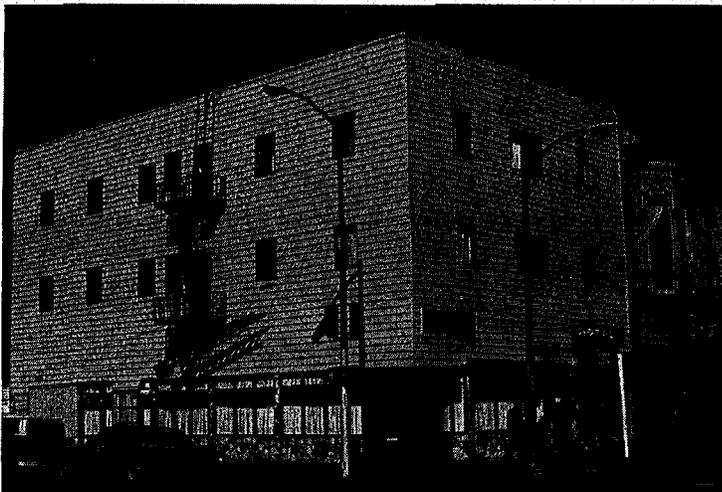
IDENTIFICATION

- Liberty Hotel
- Common name: _____
 - Historic name: Richmond Hotel; later Alta House
 - Street or rural address: 801-07 Washington Street/510 8th Street (formerly 901-03 Washington)
City Oakland Zip 94607 County Alameda
 - Parcel number: 1-203-7 (Partial)
 - Present Owner: Dami Investment Company Address: 735 Washington Street
City Oakland Zip 94607 Ownership is: Public _____ Private X
 - Present Use: Hotel, shops Original use: Same

DESCRIPTION

- Architectural style: Originally Italianate; now totally remodeled
- Briefly describe the present *physical description* of the site or structure and describe any major alterations from its original condition:

A three-story, rectangular, frame structure on a corner lot. Siding is aluminum clapboard. Casement-style, aluminum frame, windows take up a very small percentage of the 2nd and 3rd floor facades. The ground floor is large plateglass windows with "stucco-stone" bulkheads and piers. Of the original Italianate building, nothing visible remains except the building's bulk and lot coverage.



- Construction date:
Estimated _____ Factual 1874-75
- Architect Unknown
- Builder Unknown
- Approx. property size (in feet)
Frontage 40' Depth 70'
or approx. acreage _____
- Date(s) of enclosed photograph(s)

81-9A 801-07 Washington St./
510 8th St., 10-26-83

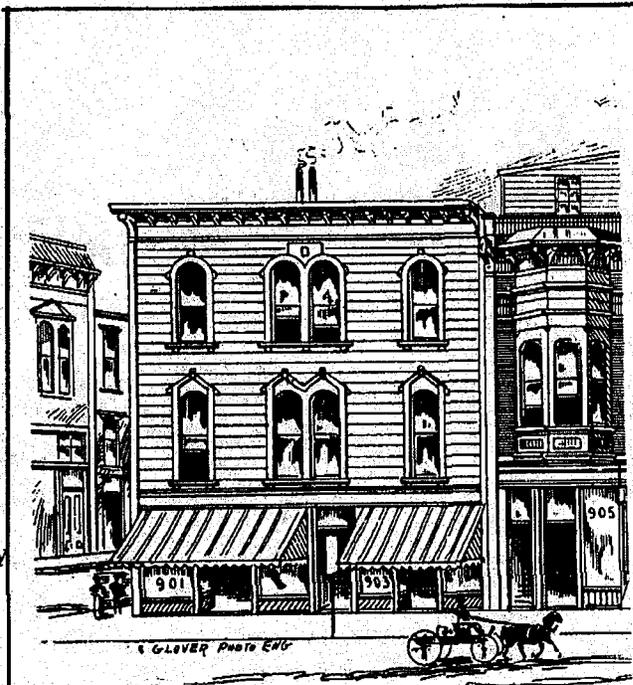
- 13. Condition: Excellent ___ Good X Fair ___ Deteriorated ___ No longer in existence ___
- 14. Alterations: Architraves and cornice removed, clad in aluminum siding
- 15. Surroundings: (Check more than one if necessary) Open land ___ Scattered buildings ___ Densely built-up X
Residential ___ Industrial ___ Commercial X Other: _____
- 16. Threats to site: None known X Private development ___ Zoning ___ Vandalism ___
Public Works project ___ Other: _____
- 17. Is the structure: On its original site? X Moved? ___ Unknown? ___
- 18. Related features: Reier Block at 809-15 Washington Street.

SIGNIFICANCE

19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)
 Tax assessments indicate that the lot was cut and the building constructed in 1874-75. The original owner was Charles Reier, a painter who turned to real estate. He also owned the lots on both sides of this one (see 809-15 Washington) and lived on one or the other at various times. The subject property has always been a hotel on the upper floors - successively the Richmond, Alta, and Liberty - initially connecting with one of the same name at 809 Washington. The 1896 Illustrated Directory and a photograph c.1960 show that it had rustic siding, a bracketed cornice and double-hung windows with segment heads and outlines of architraves on the 2nd floor, and round heads with keystones on the 3rd. The center bay on the Washington side consisted of paired windows. By February 1963 (Oakland City Planning Dept. photo) all window trim had been stripped, aluminum casement sash had been inserted and the window openings carefully shortened at tops and bottoms. On 6 Nov. 1964 permit #C19338 called for remodeling the front with aluminum siding. If the building were restored, it could be a contributor to the Old Oakland District.

- 20. Main theme of the historic resource: (If more than one is checked, number in order of importance.)
 Architecture _____ Arts & Leisure _____
 Economic/Industrial 1 Exploration/Settlement _____
 Government _____ Military _____
 Religion _____ Social/Education _____
- 21. Sources (List books, documents, surveys, personal interviews and their dates).

22. Date form prepared May 31, 1984
 By (name) Staff
 Organization Oakland Cultural Heritage Survey
 Address: City Planning Dept., City Hall
 City Oakland Zip 94612
 Phone: (415) 273-3941

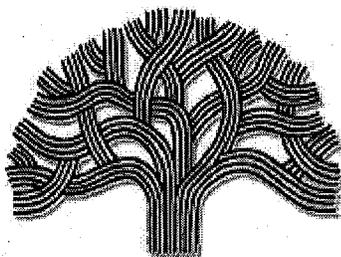


WASHINGTON ST. ELEVATION

The Illustrated Directory of Oakland; August 1896; p. 18



Update Results



CITY OF OAKLAND

Record Detail with Comments

Record ID: 1703273

Description: Tenant complaint.. Old Oakland Hotel... #35, holes in walls, sink leaks, floors are a tripping hazard, lack of ventilation, no heater, doors are unsecure, electrical work done without permits.

APN: 001 020302700

Address: 801 WASHINGTON ST

Unit #:

Date Opened: 7/26/2017

Record Status: Violation Verified

Record Status Date: 8/9/2017

Job Value: \$0.00

Requestor:

: ERNIE

Business Name:

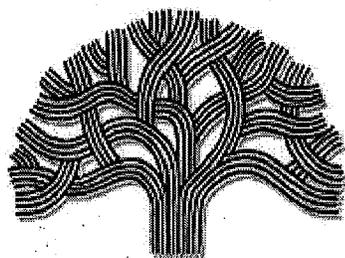
License #:

Comment Date	Commenter	Comment
8/14/2017 9:42:00 AM	WLOO	8/09/17 - met with complainant upstairs; verified 2 bathrooms on 2nd floor are in disrepair with broken tiles, mechanical fan inoperable, holes in wall, leaking pipe at sink; roaches; other bathrooms used for storage; rear deck has disconnected sewer pipe; interior stairs roped off; handrail in disrepair; unit #35 broken smoke detector, roaches; site manager, Daniel Cheah, 839-9021; he said owner doesn't have money to do major repairs; may need to close hotel. wloo

For real-time, direct access to
information via the Internet, 24 hours a
day - <https://aca.accela.com/oakland>



Update Results



CITY OF OAKLAND

Record Detail with Comments

Record ID: 1603760

Description: ANNUAL DEEMED APPROVED INSPECTION: OLD OAKLAND HOTEL.CONTACT: MGR. 510-839-9021

APN: 001 020302700

Address: 801 WASHINGTON ST

Unit #:

Date Opened: 9/29/2016

Record Status: Referred

Record Status Date: 1/4/2018

Job Value: \$0.00

Requestor:

:

Business Name:

License #:

Comment Date	Commenter	Comment
10/7/2016 12:15:05 PM	SBROWN	OWNERSHIP VERIFIED THROUGH COUNTY ASSESSOR, NOTICE OF INSPECTION MAILED REG & CERT WITH INSPECTION DATE 01/05/2017 CERT 7015 0640 0003 5386 4215
8/14/2017 9:54:11 AM	WLOO	10/05/17 - spoke to manager, Daniel, 839-9021; he said the hotel is SRO; most rooms are more than 28 days; there are some less; he said the owner thought the hotel is exempted from the program. wloo

For real-time, direct access to information via the Internet, 24 hours a day - <https://aca.accela.com/oakland>



CITY OF OAKLAND BUSINESS TAX CLASSIFICATION & RATE SCHEDULE

Ind. Code	Business Description & Tax Basis	Minimum Tax	How to Calculate The Tax
A C D I J K T W	Retail Sales (based on gross receipts) Automobile Sales (based on gross receipts) Wholesale Sales (based on gross receipts) Manufacturing (based on value-added) ¹ Mfg. (2) (based on Oakland expenses) Admin Headquarters (gross payroll) ² Media Firms (based on gross receipts) Miscellaneous (based on gross payroll)	If under \$50,000: \$60.00	If \$50,001 or more: (Gross Receipts, etc.) x .0012 (tax rate = \$1.20 per \$1,000)
B	Grocers (based on gross receipts)	If under \$100,000: \$60.00	If \$100,001 or more: Gross Receipts x .0006 (tax rate = \$.60 per \$1,000)
E H O P	Business/Personal Svcs. (gross receipts) Contractors (Oakland gross receipts) Commercial Rental—5-Yr Exemption ³ Hotel/Motel (based on gross receipts)	If under \$33,335: \$60.00	If \$33,336 or more: Gross Receipts x .0018 (tax rate = \$1.80 per \$1,000)
F	Professional/Semi-Professional Services (based on gross receipts)	If under \$16,666: \$60.00	If \$16,667 or more: Gross Receipts x .0036 (tax rate = \$3.60 per \$1,000)
G	Recreation/Entertainment (based on gross receipts)	If under \$13,335: \$60.00	If \$13,336 or more: Gross Receipts x .0045 (tax rate = \$4.50 per \$1,000)
L	Trucking/Transportation (based on the number of full-time employees)	None	See Tax Table II, below
M	Residential Rental Property (based on gross receipts)	If under \$1,000: \$13.95	If \$1,001 or more: Gross Receipts x .01395 (tax rate = \$13.95 per \$1,000)
N	Commercial Rental Property (based on gross receipts)	If under \$1,000: \$13.95	If \$1,001 or more: Gross Receipts x .01395 (tax rate = \$13.95 per \$1,000)
U	Utility Companies (based on gross receipts)	If under \$60,000: \$60.00	If \$60,001 or more: Gross Receipts x .001 (tax rate = \$1.00 per \$1,000)
X	Taxicabs (based on the number of permits)	None	\$180.00 per Permit
Y	Ambulances & Limousines (based on the number of vehicles)	None	\$75.00 per Vehicle
Z	Cannabis (based on gross receipts)	If under \$1,200: \$60.00	If \$1,201 or more: Gross Receipts x .05 (tax rate = \$50 per \$1,000)

1 Value Added = Total Gross Receipts less the cost of raw materials used to make the product.

2 Administrative Headquarters: This office location must be for administrative (non-revenue producing) purposes only. Must have at least one other revenue-producing location.

3 Newly constructed commercial building(s) with major renovations completed after 7/1/1981: May qualify for a lower tax rate of \$1.80 per \$1,000 for five (5) years. Contact the Revenue Audit Section at 510-238-3084 for further information.

TAX TABLE II (INDUSTRY CODE L)

Tax Rate Per Employee	Applicable Number of Employees
\$72.00	1 st Employee (business owner)
\$18.00	For each of the next 19 employees
\$9.00	For each of the next 80 employees
\$7.50	For each of the next 100 employees
\$4.50	For each of the next 200+ employees



CITY OF OAKLAND

Finance Department
Revenue Management Bureau
250 Frank H. Ogawa Plaza, Suite 1320
Oakland, CA 94612
(510) 238-3704 TDD (510) 238-3254
www.oaklandnet.com

BUSINESS CERTIFICATE VERIFICATION

Date: October 02, 2019



DBA: OLD OAKLAND HOTEL
Business Address: 801 WASHINGTON ST
OAKLAND, CA 94607-4029

Owner(s) Eng, Kai T
Business Certificate #: 00142895
Expire Date: 8/31/2019
Industry Code: TOT - TRANSIENT OCCUPANCY TAX

To Whom It May Concern

This letter serves as notice that the above named business has a current business certificate with the City of Oakland, valid through 8/31/2019.

Sincerely,

Carlos Figueroa | (510)-
City of Oakland Business Tax Section.

OAKLAND
CITY OF OAKLAND
BUSINESS TAX SECTION
OCT 02 2019

Date	Posted By	Amount	Type	Method	Receipt#	Check No.	Batch	Register	Description
11/4/2011	hd	2,049.61	Payment Check		00872906	1459 1463		HDL	
11/8/2011	hd	663.60	Payment Check		00872908	1464		HDL	
12/6/2011	hd	762.81	Payment Check		00872910	1476		HDL	
1/10/2012	hd	809.20	Payment Check		00872912	1488		HDL	
2/10/2012	hd	965.60	Payment Check		00872918	1502		HDL	
3/10/2012	hd	1,075.20	Payment Check		00872920	1508		HDL	
4/10/2012	hd	1,094.80	Payment Check		00872922	2309		HDL	
5/17/2012	hd	866.80	Payment Check		00872924	1531		HDL	
5/31/2012	hd	227.48	Payment Check		00872926	1535		HDL	
6/8/2012	hd	789.60	Payment Check		00872928	1540		HDL	
7/10/2012	hd	773.60	Payment Check		00872930	1548		HDL	
8/8/2012	hd	752.36	Payment Check		00872932	1555		HDL	
9/11/2012	hd	667.60	Payment Check		00872934	1562		HDL	
10/10/2012	hd	1,066.80	Payment Check		00872936	1569		HDL	
11/10/2012	hd	1,203.16	Payment Check		00872938	1579		HDL	
12/11/2012	hd	939.40	Payment Check		00872940	1587		HDL	
1/10/2013	hd	885.20	Payment Check		00872942	1594		HDL	
2/8/2013	hd	638.40	Payment Check		00872944	1611		HDL	
3/11/2013	hd	695.80	Payment Cash		00872948			HDL	
4/10/2013	hd	680.40	Payment Check		00872950	1628		HDL	
5/10/2013	hd	653.10	Payment Check		00872952	1637		HDL	
6/10/2013	hd	772.03	Payment Check		00872954	1644		HDL	
7/10/2013	hd	549.78	Payment Check		00872956	1654		HDL	
7/10/2013	hd	36.40	Payment Check		00872958	1656		HDL	

Register: Cashiering
 Receipt #: 09812969
 Cashiering ID #: 10412779

Batch ID#	Type	Amount	Category	Period	Amount	GL Account No
	Payment		Fee - TOI Transient Occupancy Tax STD	8/31/2019	10.31	1.2419.85511.41515.11
	Payment Method	Check	Fee - TOI Transient Occupancy Tax STD	8/31/2019	12.26	1.2419.85511.41515.11
	Check Number	1240	Fee - TOI Transient Occupancy Tax STD	8/31/2019	29.58	1.2419.85511.41515.11
	Amount	1,945.86	Fee - TOI Transient Occupancy Tax STD	8/31/2019	52.15	1.2419.90591.41515.11
	Payment Date	09/11/2019	Fee - TOI Transient Occupancy Tax STD	8/31/2019	52.15	1.2419.90591.41515.11
	Paid By	MagickPay	Fee - TOI Transient Occupancy Tax STD	8/31/2019	208.40	1.2419.90591.41515.11
			Fee - TOI Transient Occupancy Tax STD	8/31/2019	1,528.86	1.1010.08721.41515.11

8/31/2019
 1,528.86
 1.1010.08721.41515.11

Date	Posted By	Amount	Type	Method	Receipt#	Check No.	Batch	Register	Description
7/19/2013	hdl	36.40	Payment	Check	00872958	1656		HdL	
8/10/2013	hdl	380.80	Payment	Check	00872960	1662		HdL	
9/10/2013	hdl	350.00	Payment	Check	00872962	1673		HdL	
10/10/2013	hdl	355.60	Payment	Check	00872964	1007		HdL	
11/8/2013	hdl	368.20	Payment	Check	00872966	1020		HdL	
12/10/2013	hdl	393.12	Payment	Check	00872968	1021		HdL	
1/8/2014	hdl	446.60	Payment	Check	00872970	2002		HdL	
2/10/2014	hdl	558.60	Payment	Check	00872972	2003		HdL	
3/10/2014	hdl	382.20	Payment	Check	00872976	1036		HdL	
4/9/2014	hdl	221.20	Payment	Check	00872978	1048		HdL	
5/9/2014	hdl	303.80	Payment	Check	00872980	1061		HdL	
6/6/2014	hdl	222.40	Payment	Check	00872982	1078		HdL	
7/9/2014	hdl	228.40	Payment	Check	00872984	1087		HdL	
8/7/2014	hdl	379.40	Payment	Check	00872986	1100		HdL	
9/10/2014	hdl	140.00	Payment	Check	00872988	1113		HdL	
10/8/2014	hdl	219.80	Payment	Check	00872990	1126		HdL	
11/10/2014	hdl	319.20	Payment	Check	00872992	1140		HdL	
12/8/2014	hdl	335.60	Payment	Check	00872994	1152		HdL	
12/19/2014	hdl	20.00	Payment	Check	00872996	1160		HdL	
1/8/2015	hdl	429.80	Payment	Check	00872998	1165		HdL	
2/9/2015	hdl	569.80	Payment	Check	00873000	1181		HdL	
3/10/2015	hdl	534.80	Payment	Check	00873004	1194		HdL	
4/20/2015	hdl	887.28	Payment	Check	00873006	1219		HdL	
5/11/2015	hdl	970.20	Payment	Check	00873008	1231		HdL	

Register Cashiering

Receipt # 09812969

Cashiering ID # 1041279

Batch ID#

Type Payment

Payment Method Check

Check Number 1240

Amount 1,945.86

Payment Date 09/11/2019

Paid By MagicPay

Category

Activity

Description

Type	Name	Category
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD

Date	Posted By	Amount	Type	Method	Receipt#	Check No.	Batch	Register	Description
6/4/2015	hdl	924.70	Payment Check		00873012	1258		HdL	
7/10/2015	hdl	936.04	Payment Check		00873014	1275		HdL	
8/10/2015	hdl	964.60	Payment Check		00873016	1298		HdL	
9/10/2015	hdl	954.80	Payment Check		00873018	1319		HdL	
10/6/2015	hdl	886.20	Payment Check		00873020	1341		HdL	
11/5/2015	hdl	856.60	Payment Check		00873022	1364		HdL	
12/10/2015	hdl	749.70	Payment Check		00873024	1392		HdL	
1/10/2016	hdl	918.40	Payment Check		00873026	1414		HdL	
2/10/2016	hdl	1,111.47	Payment Check		00873030	1433		HdL	
3/10/2016	hdl	1,096.20	Payment Check		00873032	1462		HdL	
4/8/2016	hdl	1,229.00	Payment Check		00873034	1484		HdL	
5/10/2016	hdl	1,614.20	Payment Check		00873036	1506		HdL	
6/8/2016	hdl	1,612.80	Payment Check		00873038	1531		HdL	
7/8/2016	hdl	1,577.40	Payment Check		00873040	1548		HdL	
8/10/2016	hdl	1,806.00	Payment Check		00873042	1575		HdL	
9/6/2016	hdl	1,680.00	Payment Check		00873044	1596		HdL	
10/10/2016	hdl	1,797.60	Payment Check		00873046	1615		HdL	
11/10/2016	hdl	1,648.95	Payment Check		00873048	1633		HdL	
12/9/2016	hdl	1,831.20	Payment Check		00873050	1653		HdL	
1/24/2017	Cash Cheryl Dyett-Green	1,795.50	Payment Check		01472694	1676		Cashiering	
2/10/2017	Jaime Uriarte	1,934.38	Payment Check		01734571	1693		Cashiering	
3/15/2017	Cash Cheryl Dyett-Green	2,072.70	Payment Check		02703700	1721		Cashiering	
4/14/2017	Cash Jaime Uriarte	2,027.20	Payment Check		02791921	1743		Cashiering	
5/19/2017	Cash Jaime Uriarte	1,265.00	Payment Check		02852212	1766		Cashiering	Voided by team on 6/15/2017. Rea

Register Cashiering

Receipt # 09812969

Cashiering ID # 1041279

Batch ID#

Type Payment

Payment Method Check

Check Number 1240

Amount 1,945.86

Payment Date 09/11/2019

Paid By MagicPay

Category

Activity

Description

Type	Name	Category
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD

Date	Posted By	Amount	Type	Method	Receipt#	Check No.	Batch	Register	Description
5/19/2017	Tania Cardini	1,965.60	Payment	Check	02862019	1766		HdL	
6/15/2017	Cheryl Dyett-Green	2,185.40	Payment	Check	02862116	1789		Cashiering	
7/18/2017	Cash Jim Gillespie	2,177.70	Payment	Check	02870093	1808		Cashiering	
9/12/2017	Cash Yadira Dardon	2,172.10	Payment	Check	02891110	1008		Cashiering	
10/16/2017	Cash Yadira Dardon	2,191.70	Payment	Check	02897582	1016		Cashiering	
11/14/2017	Cash Yadira Dardon	2,163.70	Payment	Check	02912000	1019		Cashiering	
12/20/2017	Rosanna Munoz	1,869.00	Payment	Check	05609508	1043		Cashiering	
12/20/2017	Cash Ginger Cordova	1,869.00	Payment	Check	02904623	1043		Cashiering	Voided by munoz on 8/3/2018 - Rease
1/9/2018	Cash Ginger Cordova	2,076.90	Payment	Check	02981886	1055		Cashiering	
2/16/2018	Cash Johnny Dunn	2,024.40	Payment	Check	04179287	1062		Cashiering	
3/13/2018	Cash Johnny Dunn	1,848.26	Payment	Check	05431843	1068		Cashiering	
4/17/2018	Cash Jim Gillespie	2,035.30	Payment	Check	05524108	1078		Cashiering	
5/22/2018	Cash Jim Gillespie	1,746.12	Payment	Check	05576600	1085		Cashiering	
6/14/2018	Cash Cheryl Dyett-Green	1,997.18	Payment	Check	05592149	1089		Cashiering	
7/24/2018	Cash Cheryl Dyett-Green	1,548.80	Payment	Check	05604602	1098		Cashiering	
8/3/2018	Cash Jim Gillespie	2,185.40	Payment	Check	05609512	1097		Cashiering	
8/15/2018	Cash Cheryl Dyett-Green	2,118.06	Payment	Check	05613074	1101		Cashiering	
9/17/2018	Cash Yadira Dardon	1,883.37	Payment	Check	05621769	1112		Cashiering	
10/11/2018	Cash Jim Gillespie	2,207.44	Payment	Check	05638629	1115		Cashiering	
11/15/2018	Cash Jim Gillespie	2,257.09	Payment	Check	05717085	1127		Cashiering	
12/20/2018	Cash Jim Gillespie	2,443.54	Payment	Check	05762636	1143		Cashiering	
1/30/2019	Cash Jim Gillespie	1,516.73	Payment	Check	07016143	1148		Cashiering	
2/14/2019	Cash Jim Gillespie	2,414.00	Payment	Check	07610960	1155		Cashiering	
3/14/2019	Cash Cheryl Dyett-Green	1,589.49	Payment	Check	09229050	1171		Cashiering	

Register Cashiering

Receipt # 09812969

Cashiering ID # 1041279

Batch ID#

Type Payment

Payment Method Check

Check Number 1240

Amount 1,945.86

Payment Date 09/11/2019

Paid By MagicPay

Category

Activity

Description

Type	Name	Category
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD
Fee	Fee - TOT Transient Occupancy Tax	STD

THIS DOCUMENT HAS A FIBER OPTIC SECURITY FEATURE AND IS NOT REPRODUCIBLE FROM BOTH SIDES

CITY OF OAKLAND BUSINESS TAX CERTIFICATE

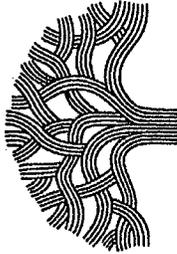
The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

ACCOUNT NUMBER
00142894

DBA OLD OAKLAND HOTEL

BUSINESS LOCATION 801 WASHINGTON ST
OAKLAND, CA 94607-4029

BUSINESS TYPE P Hotel, Motel



EXPIRATION DATE
12/31/2019



KAIT ENG
KAIT & PAMELA MENG
22 CASTLEBAR PL
ALAMEDA, CA 94502-7746

A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED.



City of OAKLAND

510-434-0317
City ID: 1254

Oakland Insight

City of Oakland Online Access

Announcement Register for an Account Login

For best results, use one of the following browsers: Internet Explorer 11, Google Chrome 42, Mozilla Firefox 31 or Safari 5

Global Search...

Home Building Planning Enforcement Fire

Apply for a Building Permit Search Building Permits

Record P1900249:
Non-Residential Plumbing - Alteration
Record Status: Final

Record Info

Work Location

815 WASHINGTON ST
Oakland CA

Poke Life EAST
PERMIT

Record Details

Applicant:
1245 PARK ST
ALAMEDA, CA, 94501000
mike@hydracompanies.com

Project Description:
Replace sink & water heater for Poke Life East

More Details





CITY OF OAKLAND
OFFICE OF THE CITY ADMINISTRATOR
SPECIAL BUSINESS PERMITS
1 FRANK H. OGAWA PLAZA—11th Floor
OAKLAND, CA 94612
510-238-3294

TEMPORARY CABARET PERMIT: CA14-049
DATE ISSUED: March 25, 2014
EXPIRES: May 25, 2014

This permit is subject to the appeal provisions of Section 5.02 of the Oakland Municipal Code. An appeal may be filed against the granting of this permit within 14 days of the posting of this permit in the United States mail.

PARLIAMENT
811 Washington St.
Oakland, CA 94607

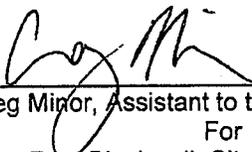
SPECIAL ACTIVITY PERMIT FOR: CDJ Group (Chris Newell, Davina Dickesn & Jason Bradford)

To: OPERATE A CABARET

At: 811 Washington St.

Conditions of Approval: *In accordance with the provisions of existing city ordinances, this permit is issued with the following conditions:*

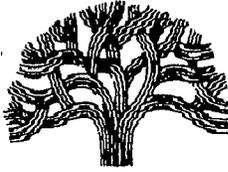
1. Permittee shall comply will all the conditions in the attached "Conditions of Approval," including any supplemental conditions already on file with the office of the City Administrator.
2. Permittee shall comply with all applicable City, County and State laws and regulations pertaining to the operation of a cabaret.
3. Permittee shall comply with all conditions contained in all permits issued by the Department of Alcohol Beverage Control and Alameda County Health Department.
4. Your occupancy load as identified by the Oakland Fire Department is: **108**
5. **Permit is subject to annual submission of Fire, Health and Business Tax certificates and prompt payment of Deemed Approved Fees (License # 20, 21, 40 42 & 48) and Cabaret fees. All documents and fees are due by January 15th of each succeeding year.**



Greg Minor, Assistant to the City Administrator
For
Fred Blackwell, City Administrator

cc: ABAT, OPD Area Captain
OPD Special Events
City Council Representative
Business Tax

This Permit is not Transferable



CITY OF OAKLAND
OFFICE OF THE CITY ADMINISTRATOR
SPECIAL BUSINESS PERMITS
1 FRANK H. OGAWA PLAZA—11th Floor
OAKLAND, CA 94612
510-238-3294

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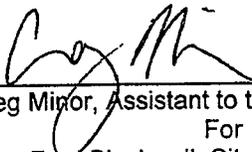
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OFFICE OF THE CITY ADMINISTRATOR
1 FRANK H. OGAWA PLAZA - 11TH FLOOR
OAKLAND, CA 94612
PHONE: 510-238-3294

CABARET APPLICATION
 General Cabaret Application

NAME OF BUSINESS: PARLIAMENT
ADDRESS: 811 WASHINGTON ST ZIP: 94607
BUSINESS PHONE: 510-730-6104 BUSINESS FAX: —
EMAIL CONTACT ADDRESS: CHRIS@811PARLIAMENT.COM / JASON@811PARLIAMENT.COM
CONTACT NAME: CHRIS NEWELL OF JASON BRADFORD PHONE: 415-5138177
OCCUPANCY: 106 CHRIS 415-370-374-6356
Days and Hours of Proposed Operation:
MON-FRI 7AM-3PM MON-WED 4PM-12AM (BAR)
LOBBY THUR-SAT 4PM-2AM

Application is made by: CDJ GROUP LLC
 Individual Partnership Corporation

Please list all Partners, Officers and members of the Corporation: (should be same names listed on ABC application)

NAME:	<u>CHRIS NEWELL</u>	DATE OF BIRTH:	<u>[REDACTED]</u>
TITLE:	<u>MANAGING MEMBER</u>	CA DRIVER'S LICENSE No.:	<u>[REDACTED]</u>
Residence:	<u>[REDACTED]</u>	City:	<u>[REDACTED]</u>
	Address		Zip
Business:	<u>811 WASHINGTON ST</u>	City:	<u>OAKLAND</u>
	Address		Zip <u>94607 94607</u>

NAME:	<u>DAVINA DICKENS</u>	DATE OF BIRTH:	<u>[REDACTED]</u>
TITLE:	<u>MANAGING MEMBER</u>	CA DRIVER'S LICENSE No.:	<u>[REDACTED]</u>
Residence:	<u>[REDACTED]</u>	City:	<u>[REDACTED]</u>
	Address		Zip
Business:	<u>811 WASHINGTON ST</u>	City:	<u>OAKLAND, CA</u>
	Address		Zip <u>94607</u>

NAME: JASON M. BRADFORD DATE OF BIRTH: [REDACTED]
 TITLE: MANAGING MEMBER CA DRIVER'S LICENSE No. [REDACTED]
 Residence: [REDACTED] [REDACTED] [REDACTED]
 Address City Zip
 Business: 811 WASHINGTON ST OAKLAND 94607
 Address City Zip

(Please use additional sheet if necessary)

MANAGER INFORMATION:

NAME	WORK SCHEDULE
CHRIS NEWELL	MON - FRI 4PM - 12AM SAT 4PM - 2AM
DAVINA OIKENS	MON - THUR 8AM - 3PM
JASON M. BRADFORD	MON - FRI 4PM - 12AM / FRI 2AM SAT - 4PM - 2AM

The following items are attached:

- Copy of Business Tax Certificate
- Copy of Fire Inspection
- Live Scan completed for all
- Non-refundable Application Fee
- Copy of Health Inspection
- Copy of Public Group Assembly
- Extended Hours Business/Security Plan
- ABC Conditions

I declare under penalty of perjury that all foregoing statements are true and correct. Any false statement shall be cause for revocation of any permitted issued under 5.12 to Title 5 of the Oakland Municipal Code.

Signature of Applicant: [Signature]
 Date: 3-20-14

Received by: Nancy Marcus Date: 3/24/14
 Receipt No. CAO 0001330
 Copy sent to:
 Fire Department Chief of Police Office of the Mayor
 City Council District City Council Rep. at Large NSC

Parliament Security Plan

FRONT DOOR:

No less than two guards shall be posted at front door area. One guard to greet, screen and check valid identification. One guard to control front of building, foot traffic pedestrian clearances, smoking area and support front door guard.

INSIDE:

No less than two guards shall be posted inside venue at all times. One guard is to roam all inside areas including restroom checks with emphasis on observing any potential threats, problems or medical emergencies. One guard is to remain posted in back of venue to observe back stair, coat check and loft areas routinely checking upstairs loft area for any potential threats, problems or medical emergencies.

Procedures:

Beginning of operations:

All guards shall meet with head of security or acting manager to brief staff on the night's event and to discuss any problems or concerns regarding incidents which may have occurred the business night before. Equipment shall be inspected and outside smoking area shall be set up in time to open for business.

Nightly operations:

Door man:

Doorman is to greet patrons and inspect identification of entering patrons as to insure all patrons are of legal age to be served and consume alcoholic beverages. Only state approved current and valid identification is to be accepted for entry.

Any guard willfully admitting underage patrons, expired identification or patrons with out identification for exchange of money services or favors will be subject to termination on the spot.

Doorman is also to inspect any large bags purses and overcoats as to insure no outside alcohol drugs or weapons make their way inside the venue.

Doorman is to assist cashier and support all other outside security staff.

In the event of any problem or threat to venue; eg. Fight, unruly patron, outside hazard or medical emergency doorman is to radio the situation to head of security ask for assistance and calmly usher patrons inside venue , close and lock front door if needed depending on situation then call police if necessary.

Outside guard:

Outside guard is to assist doorman in maintaining a safe orderly outside front of venue and smoking area.

Outside guard shall insure that there are no lingering people in front door area. Any people lingering shall be asked politely to enter the venue or disperse from the front of venue area. Outside guard shall assist doorman in maintaining a clear

path for pedestrians to walk past venue free and clear from any obstructions or groups of lingering people. Outside guard shall maintain a safe outside smoking area insuring that there is no alcohol or glassware outside of venue inside of the smoking area. No patrons shall be permitted to smoke any illegal substances. Any patrons found smoking illegal substances shall be asked to leave venue and escorted out by front door security staff. Outside guard shall also observe smoking area to prevent any patrons from attempting to jump over smoking area dividers as to avoid entering venue without presenting identification and paying venue cover charge. Any outside guard found willfully admitting any person underage or without valid identification, for exchange for money; services or favors via the smoking area will be subject to termination on the spot.

Inside:

Inside guards are to at all times maintain a peaceful safe environment politely and respectfully roam their inside posts observing and watching out for any potential threats, problems or medical emergencies. Inside guards shall look out for any outside alcohol that may have made its way past front door staff and to look out for any patrons smoking tobacco vaporizers or illegal substances. Any patrons found to be breaking any of the venues rules shall be politely and respectfully asked to leave and escorted outside the venue.

Inside security staff shall notify head of security of any patron to be escorted out. No security staff member shall attempt to escort a patron out alone and without notifying head of security and front door staff. At no time shall security strike or make physical contact with any patron other then in the case of defending themselves, staff or a patron from serious harm. All incidents will be reviewed by head of security and management any wrongful physical contact committed by security staff may result in termination. No weapons self defense or other types shall not be carried or used by security staff without legal documentation allowing the guard to carry them. Any wrongful use of weapons by security staff will be reviewed by head of security and management and may result in termination on the spot.

Inside guards shall assist all bar staff if needed. Upon roaming security whenever possible shall help remove empty glassware and bottles for three reasons.

1. Help bus staff maintain clean tables
2. let patrons see that there is a security presence
3. Better observation of any potential threats, problems, outside alcohol containers and medical emergencies.

Inside security is to routinely make eye contact with bar staff and coat check person to insure there are no problems with any patrons. In the event of an unruly patron security shall first observe the situation, notify head of security and be prepared to escort the patron out of the venue if bar staff, management or head of security cannot calm the patron down and resolve the issue peacefully. At no time shall security attempt to resolve a situation with an unruly patron alone.

In the event of an emergency all security staff is to first report to the main bar to insure that all staff and registers are safe and secure observe the situation listen for instructions from head of security and calmly report the situation then assist in evacuating the venue through front door and emergency exits depending on the situation.

End of nightly operations:

1:30am Last call for alcohol shall be made no alcohol shall be served after 1:45

1:30am smoking area shall be closed and broken down by front door staff and remaining smokers shall be politely asked to exit or return inside the venue.

1:45am Dj is to be notified to play the last song of the night and announce to patrons to make their way to coat check and to start exiting the venue.

1:50am all music shall be shut off if dj refuses to stop playing head of security will be notified and power shall be cut off to the dj booth. All inside security staff shall together shall make their way from the rear of venue to the front respectfully asking patrons to finish any remaining drinks and exit the venue.

Front doorman shall remain posted by front door to insure no drink containers leave the venue and that no patrons re enter the venue once they have left.

Front door security is to respectfully instruct patrons to vacate the front of venue along with inside staff once the inside of venue is free and clear of patrons front doors shall be locked and all security shall proceed to clear front of venue area. Once front of venue is completely clear of security staff may return inside of venue. In the event of an emergency or incident outside the venue security is to remain calm, asses the situation and attempt to restore order, if order cannot be restored depending on the situation security is to immediately call for police assistance ad emergency aide if necessary.

All incidents are to be reported to head of security immediately and a written report shall be made out and logged within 24 hours failure to do so may result in termination.

Security Plan

A. Objective: To promote safety and to encourage healthy entertainment experience commerce focusing on curbing or eliminating criminal behavior by patrons or others.

B. General Guidelines Regarding a Warrantless Arrest for a Misdemeanor:

1. In the context, generally an officer may make a warrantless arrest for a misdemeanor only in the following circumstances: a. When the officer has probable cause to believe that the person has committed a misdemeanor in the officer's presence. b. When the officer has probable cause to believe that the person has committed a misdemeanor out of the officer's presence and also has probable cause to believe one of the following conditions exist:

- i. The person will not be apprehended unless immediately arrested;
- ii. The person may cause physical injury to himself or others unless immediately arrested;
- iii. The person may damage property unless immediately arrested.

2. NOTE: If an officer cannot make a warrantless arrest because none of the above conditions is met, the officer will only be able to issue a citation. If the bar personnel observing the behavior will accompany the officer to the magistrate's office, the officer may be able to obtain a warrant.

C. Each employee should be familiar with the following violations. Should questions arise, employees or management should seek clarification from law enforcement officers.

1. Simple Assault

Commits an assault on another. **Example:** Mark is standing at the bar watching the Duke-Wake basketball game on TV. Ed, a Duke fan, shoves Mark intentionally. Ed is guilty of simple assault 5 because reasonably causing fear or intentionally making forceful contact with another are assaults.

2. Trespassing 1st Degree

Entering or remaining without authorization in another's building or on premises so enclosed as to demonstrate an intent to keep out intruders.

Example: Tyrone is a confrontational person who gives Rick a hard time every time he comes into Rick's club. On this particular evening, Rick notices that Tyrone appears intoxicated as he enters the club. Rick tells Tyrone he is not welcomed and he should leave. Tyrone ignores Rick's demand and continues to the dance floor. Tyrone is guilty of 1st degree trespass because he remained inside the building after Rick had told him he had to leave.

3. Intoxicated and Disruptive in public

Being intoxicated and disruptive in a public place by (1) blocking or otherwise interfering with traffic or (2) blocking, lying across, or otherwise interfering with passage on a sidewalk or entrance to a building or (3) grabbing, pushing or fighting others (or challenging others to fight) or (4) cursing or shouting at or (5) otherwise rudely insulting others. Note: It is important to differentiate between the "happy drunk" who does not pose a risk of criminal behavior and a disruptive drunk whose behavior violates this statute.

Example: Alexis is a known frequent patron. She is sitting on her bar stool laughing and singing along with the music. As she gets up to leave she trips over her stool and falls flat

Request #18-1267

CLOSED

As of October 2, 2019, 10:52am

Details

We are requesting any information from your departments pertaining to:

735 Washington Street, Oakland, CA 94607 (apn: 001-0203-016-00)

- building permit records including demolitions, construction, tenant improvements, major sewer installations/removals, and certificates of occupancy on the property

Received

May 31, 2018 via web

Due

June 11, 2018

Departments

Planning & Building

Documents

[18-1267.pdf](#)

Staff

Point of Contact

Patricia A. Carter

Timeline

Request Closed

Public

We released all of the requested documents.

June 8, 2018, 10:17am

Document(s) Released

Public

1.jpg

2.jpg

3.jpg

June 8, 2018, 10:16am

Document(s) Released

Public

18-1267.pdf

June 8, 2018, 8:18am

Department Assignment

Public

Added: Planning & Building. Removed: City Clerk.

May 31, 2018, 11:37am

Department Assignment

Public

City Clerk

May 31, 2018, 11:16am

Request Opened

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Department Assignment

Public

City Clerk

May 31, 2018, 11:16am

Request Opened

Public

Request received via web

May 31, 2018, 11:16am

Request #RT-4122

CLOSED

As of October 2, 2019, 11:08am

Details

Any and all records, including applications, documentation, studies, licenses, pictures and any other material of any nature whatsoever associated with the following businesses: Parliament Bar 811 Washington Street, Oakland , CA and Cathedral Bar 1615 Broadway Oakland, CA. The following records should include any and all material reviewed by the planning commission and any records of any actions taken by the planning commission.

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May 13, 2014 via web

Due

June 5, 2014

Departments

City Administrator

Documents

[Parliament.pdf](#)

[Parliament - noise complaint.pdf](#)

[Parliament Application for Cabaret.pdf](#)

Staff

Point of Contact

James A. Bondi

Timeline

External Message

Public

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June 3, 2014, 12:00pm by James A. Bondi (Staff)

External Message

Public

Dear Records Requestor: Writing once more to let you know that the Planning case files for the Parliament Bar and the Cathedral Bar are available for your inspection, by appointment. Please contact me to pursue this review. James A. Bondi jbondi@oaklandnet.com

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May 28, 2014, 1:53pm by James A. Bondi (Staff)

External Message

Public

Request extended: Additional time is required to answer your public records request. We need to search for, collect, or examine a large number of records

(Government Code Section 6253(c)(2)). Additional time is required to answer your public records request. We need to search for and collect the requested records from a separate facility or set of facilities (Government Code Section 6253(c)(1)).

May 22, 2014, 2:41pm by James A. Bondi (Staff)

External Message

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Document(s) Added

Staff Only

Parliament_-_noise_complaint.pdf

May 22, 2014, 2:34pm

Document(s) Added

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Parliament_Application_for_Cabaret.pdf

May 22, 2014, 2:34pm

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Staff Only

Parliament.pdf

May 22, 2014, 2:33pm

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Staff Only

Parliament.pdf

May 22, 2014, 2:33pm



City of OAKLAND

October 1, 2019
11:28:29 AM

▼ Oakland Insight

City of Oakland Citizen Access

Announcement Register for an Account Login

For best results, use one of the following browsers: Internet Explorer 11, Google Chrome, Firefox, or Safari.

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Enter information below to search for records.

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- Contractor License Information
- Parcel Number
- Record Information
- Contact Information

Select the search type from the drop-down list.

General Search

[Search All Records](#)

Record Number: Record Type: Record Status:
Permit Number *--Select--* *--Select--*

Filing Date (Start) Filing Date (End)
10/01/2009 10/02/2019

Street No.: Street Name: Street Type:
801 - To washington ST

Unit No.: Zip: Parcel No.:

License Type: State License Number:
--Select--

First: Last:

Name of Business:

801

5 Record results matching your search results

Click any of the results below to view more details.

Showing 1-5 of 5 | Download results

File Date	Status	Record Number	Record Type	Address	Description	Action	Short Notes
12/18/2014	Permit Issued	S1400150	Non-Residential Sign - New	801 WASHINGTON ST, Oakland CA 94607	Letter & wall mounted non-illuminated signs in 2 locations, "The Bento House" DS140449		Letter & wall mounted non-illuminated signs in 2 locations, "The Bento House" DS140449

10/2/2019

Accela Citizen Access

04/30/2014	Expired	M1400283	Non-Residential Mechanical - Alteration	801 WASHINGTON ST, OAKLAND CA	Final expire M1301612 to relocate AC unit and Evap. Cooler.	Final expire M1301612 to relocate AC unit and Evap. Cooler.
10/09/2013	Expired	M1301612	Building/Non-Residential/Mechanical/Repair	801 WASHINGTON ST, OAKLAND CA	Relocate AC unit and Evap. Cooler.	Relocate AC unit and Evap. Cooler.
03/29/2013	Expired	81301171	Building/Non-Residential/Building/Alteration	801 WASHINGTON ST, OAKLAND CA	RELOCATE AIR CONDITIONING EQUIPMENT TO ROOF FOR RESTAURANT WITH STRUCTURAL REINFORCEMENT OF ROOF, 4/24/13; Perform accessibility improvements per comments on Plans.	RELOCATE AIR CONDITIONING EQUIPMENT TO ROOF FOR RESTAURANT WITH STRUCTURAL REINFORCEMENT OF ROOF, 4/24/13; Perform accessibility improvements per comments on Plans.
01/14/2010	Permit Issued	08100070	Building/Public Use/Activity/Obstructions	801 WASHINGTON ST, OAKLAND CA	obstruction for parking for film crew , 13 spaces	obstruction for parking for film crew , 13 spaces



Find tacos, cheap dinner, Max's

Near Oakland, CA 94607

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Write a Review

For Businesses



See All 78

The Bento House

Unclaimed

4.5 (100 reviews)

\$\$ - Japanese, Korean Edit

(510) 251-1300

Get Directions
801 Washington St
Oakland, CA 94607

- Write a Review
- Add Photo
- Share
- Save

Review Highlights



"The server is a lovely Korean lady named Hee and she had great recommendations." in 4 reviews



"They even serve some Korean dishes! I'll be back as often as I can." in 5 reviews



"I ordered a bento with tempura and chicken teriyaki, and my mother ordered the chicken curry, which she raved about." in 7 reviews



Is this your business?

Claim your business to immediately update business information, respond to reviews, and more!

Claim This Business

Location & Hours

801 Washington St
Oakland, CA 94607

Get directions

Mon	11:00 am - 3:00 pm 5:00 pm - 8:30 pm
Tue	11:00 am - 3:00 pm 5:00 pm - 8:30 pm
Wed	11:00 am - 3:00 pm 5:00 pm - 8:30 pm <small>Closed now</small>
Thu	11:00 am - 3:00 pm 5:00 pm - 8:30 pm
Fri	11:00 am - 3:00 pm 5:00 pm - 8:30 pm
Sat	11:00 am - 8:00 pm
Sun	Closed

Edit business info

You Might Also Consider Sponsored



Hana Japan Steak & Seafood

4.5 (609 reviews)

4.8 miles

Ray Vahna A. said "Loved the experience thought it was better than Benihana's I had the steak &..." read more



Ramen Hiroshi

4.5 (971 reviews)

Shaun S. said "I've been coming to this Ramen place for several months now and just getting around..." read more

You Might Also Consider Sponsored



Party Sushi

4.5 (237 reviews)

5.2 miles away from The Bento House

Tiffany L. said "I was somewhat hesitant from seeing all the bad reviews on Yelp, but after passing by and seeing the menu and prices, I really wanted to try this place. The first time I went, the older, male waiter did an awesome job. I ordered the..." read more

in Sushi Bars, Japanese

Sauced BBQ & Spirits - Walnut Creek

4.5 (759 reviews)



Oakland Insight

City of Oakland Online Access

510-444-CITY
TTY 238-3254

Search for items

Announcement Register for an Account Login



Global Search

For best results, use one of the following browsers: Internet Explorer 11, Google Chrome 42, Mozilla Firefox 37, or Safari 8.

Home [Planning](#) [Enforcement](#) [Fire](#)

Record S1400150:
Non-Residential Sign - New
Record Status: Permit Issued

Record Info

801 WASHINGTON ST
Oakland CA 94607

Record Details

Applicant:

Organization
STEVE PHAM
1244 GENEVA AVENUE
SAN FRANCISCO, CA 94112

Licensed Professional:

STEVE PHAM
1244 GENEVA AVENUE
SAN FRANCISCO, CA 94112
Contractor 707590

Project Description:

Letter: 6 wall mounted non illuminated signs in 2 locations "The Bento House" DS140349

➤ **More Details**





City of OAKLAND California

510-444-CITY
TTY 736-0754

Oakland Insight

City of Oakland Online Access

- Announcement
- Register for an Account
- Login

For best results, use one of the following browsers: Internet Explorer 11, Google Chrome 47, Apple Safari 7, or Firefox 34

Global Search

- Home
- Building
- Planning
- Enforcement
- Fire

Apply for a Building Permit Search Building Records

Search for Records

Enter information below to search for records.

- Site Address
- Contractor License Information
- Parcel Number
- Record Information
- Contact Information

Select the search type from the drop-down list.

General Search

[Search All Records](#)

Record Number: Record Type: Record Status:

Filing Date (Start): Filing Date (End):

Street No.: Street Name: Street Type:

Unit No.: Zip: Parcel No.:

License Type: State License Number:

First: Last:

Name of Business:

Search

805

6 Record results matching your search results

Click any of the results below to view more details.

Showing 1-6 of 6 | Download results

File Date	Status	Record Number	Record Type	Address	Description	Action	Short Notes
06/16/1998	Permit Issued	CG5980161	Building/Public Infrastructure/Curb-Gutter Sidewalk/NA	805 WASHINGTON ST, OAKLAND CA	sidewalk repair		sidewalk repair
03/27/1989	Final	88901218	Building/Non-Residential/Building/Alteration	805 WASHINGTON ST, OAKLAND CA	INSTALLATION OF FIRE ESCAPE LADDERS IN		INSTALLATION OF FIRE ESCAPE

INTERIOR ROOMS

LADDERS IN
INTERIOR ROOMS

10/19/1988	Expired	M8801246	Building/Non-Residential/Mechanical/Repair	805 WASHINGTON ST, OAKLAND CA	INSTALL FIRE DAMPER	EXPIRED BY RAY DERANIA ADMINISTRATIVE DECISION 920415
09/30/1988	Expired	M8801156	Building/Non-Residential/Mechanical/Repair	805 WASHINGTON ST, OAKLAND CA	INSTALL ONE FIRE DAMPER FOR EXISTING DUCT SYSTEM	EXPIRED BY RAY DERANIA ADMINISTRATIVE DECISION 920415
11/13/1987	Final	P8703740	Building/Non-Residential/Plumbing/Repair	805 WASHINGTON ST, OAKLAND CA		
06/09/1986	Final	B8644201	Building/Non-Residential/Building/Alteration	805 WASHINGTON ST, OAKLAND CA	RENOVTN OF 2ND & 3RD FL 2ND RESTORATN OF STREET EXTERIOR ELE	RENOVTN OF 2ND & 3RD FL 2ND RESTORATN OF STREET EXTERIOR ELE



Find tacos, cheap dinner, Max's

Near Los Angeles, CA 90046



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Restaurants



Home Services



Auto Services

More



Write a Review



For Businesses



Pin And Tonic Salon Claimed



43 reviews [Details](#)

[Share](#)

\$5 · Hair Salons [Edit](#)



807 Washington St
Oakland, CA 94607
b/t 9th St & 8th St
Old Oakland

[Get Directions](#)

[\(510\) 243-7337](tel:(510)243-7337)

pinandtonicsalon.com

[Send to your Phone](#)



[See all 222](#)

Services Offered Verified by Business

- Beards & Mustaches
- Blowout Services
- Bridal Services
- Coloring Services
- Hair Extension Services
- Hair Treatment Services
- Hairstyling Services
- Kids' Haircuts

[See 5 More Services](#)

Book an Appointment

Today 10:00 am - 7:00 pm Open now

\$\$\$ Price range **Moderate**

1 free shampoo & Conditioner
Send to your phone

Hours

By appointment only

Mon	Closed
Tue	10:00 am - 7:00 pm
Wed	10:00 am - 7:00 pm Open now
Thu	10:00 am - 10:30 am
Fri	10:00 am - 7:00 pm
Sat	10:00 am - 4:00 pm
Sun	Closed

[Edit business info](#)

More business info

- Women Owned **Yes**
- Accepts Credit Cards **Yes**
- Accepts Apple Pay **No**
- Parking **Street**
- Bike Parking **Yes**
- Wheelchair Accessible **Yes**
- Good for Kids **Yes**
- Noise Level **Quiet**
- Wi-Fi **Free**
- By Appointment Only **Yes**

You Might Also Consider Sponsored



Target

141 reviews

Lea T. said "Don't be afraid! This Target is completely safe and it's right off the 80. My husband and I used to live near this Target and so I went at least once a week (it also has a grocery store) and never had any issues with safety, etc..." [read more](#)
in Baby Gear & Furniture, Electronics, Cosmetics & Beauty Supply



European Wax Center

109 reviews

Sarah Z. said "I came in as a first time guest to this location, Elena greeted me as I waited. Peggy was my waxer and she was very informative, made me feel comfortable and put up with my very low pain tolerance. I will continue to book my future..." [read more](#)
in Hair Removal

Ask the Community

Yelp users haven't asked any questions yet about Pin And Tonic Salon.

Recommended Reviews for Pin And Tonic Salon



City of OAKLAND OFFICIALS

Oakland Insight

7000 Broadway, Oakland, CA 94612-4000

510-444-CITY
TTY 238-3254

City of Oakland Online Access

- Announcement
- Register for an Account
- Login

For best results, use one of the following browsers: Internet Explorer 11, Google Chrome 42, Mozilla Firefox 37 or Safari 9

- Home
- Planning
- Enforcement
- Fire

SEARCH ALL RECORDS

Search for Records

Enter information below to search for records.

- Site Address
- Contractor License Information
- Parcel Number
- Record Information
- Contact Information

Select the search type from the drop-down list.

General Search

Record Number: Record Type: --Select--

Permit Number: Record Status: --Select--

Filing Date (Start) Filing Date (End)



14702/2019



Street No.: Street Name:

805 - To Washington

Street Type:

ST

Search All Records

Global Search



Unit No.: Zip: Parcel No.:

License Type: State License Number:
Contractor

First: Last:

Name of Business:

3 Record results matching your search results

Click any of the results below to view more details

Showing 1 - 3 of 3 1 Record(s) found

File Date	Status	Record Number	Record Type	Address	Description	Action	Short Notes
10/19/1988	Expired	M8801246	Building/Non-Residential/Mechanical/Repair	805 WASHINGTON ST, OAKLAND CA	INSTALL FIRE DAMPER		EXPIRED BY RAY DERANIA ADMINISTRATIVE DECISION 920415
11/13/1987	Final	P8703740	Building/Non-Residential/Plumbing/Repair	805 WASHINGTON ST, OAKLAND CA			
06/09/1985	Final	B8644201	Building/Non-Residential/Building/Alteration	805 WASHINGTON ST, OAKLAND CA	RENOVTN OF 2ND & 3RD FL 2ND RESTORATN OF STREET EXTERIOR ELE		RENOVTN OF 2ND & 3RD FL 2ND RESTORATN OF STREET EXTERIOR ELE





Oakland Insight

Language (TW) Spanish (TX) English (US)

City of Oakland Online Access

- Announcement
- Register for an Account
- Login



Global Search

For best results use one of the following browsers: Internet Explorer 11, Google Chrome 42, Mozilla Firefox 37 or Safari 8.

- Home
- Building
- Enforcement
- Fire

Planning Number ZC082584:
Zoning Clearance
Record Status: Approved

Record Info Custom Component

Property Information

805 WASHINGTON ST
 L5
 OAKLAND CA

Project Details

Applicant:

2152 W 76TH ST
LOS ANGELES, CA 900470000

[▶ More Details](#)

Project Description:

Zoning Clearance for General Retail Sales (selling t-shirts and other sportswear & accessories)

Owner:

WHITNEY I FRANCOIS





▼ Oakland Insight

City of Oakland Online Access

510-444-CITY
TTY 236 3254

TRANSPARENCY | SERVICES | EMPLOYERS

- Announcement
- Register for an Account
- Login

For best results use one of the following browsers: Internet Explorer 11, Google Chrome 42, Mozilla Firefox 37, or Safari 8



Global Search

- Home
- Services
- Planning
- Enforcement
- Fire

Record P8703740:

Non-Residential Plumbing - Repair

Record Status: Final

11/13/1987

Record Info

805 WASHINGTON ST
OAKLAND CA

Record Details

11/13/1987

Licensed Professional:
SCOTT BROADWAY CO. OF CAL
1919 MARKET ST
OAKLAND CA 946070000
Contractor 485569





310-844-CITY
TTY 510-832-1234

Oakland Insight

City of Oakland Online Access

TRANSPARENCY SEARCH PAGE 1 of 1 U.S.

- Announcement
- Register for an Account
- Login

For best results, use one of the following browsers: Internet Explorer 11, Google Chrome 42, Mozilla Firefox 37, or Safari 8

Global Search

- Home
- Planning
- Enforcement
- Fire

6/9/1980

Record B8644201:
 Non-Residential Building - Alteration
 Record Status: Final

Record Info

View Location

805 WASHINGTON ST
 OAKLAND CA

6/9/1986

Record Details

Licensed Professional:

KYRO'S INC
2307 CHANNING WAY
BERKELEY CA 947040000
Contractor 460497

More Details

Additional Information

Job Value(\$):
\$700 000.00

Project Description:

RENOVTN OF 2ND & 3RD FL 2ND RESTORATN OF STREET
EXTERIOR ELE





Oakland Insight

510-444-CITY
TTY 238-3054

SEARCH ENGINE REGISTER FOR AN ACCOUNT LOGIN

City of Oakland Online Access

Announcement Register for an Account Login

For best results use one of the following browsers: Internet Explorer 11 Google Chrome 42 Mozilla Firefox 37 or Safari 8

Global Search

Home Planning Enforcement Fire

Record B8901218:

Non-Residential Building - Alteration

Record Status: Final

Record Info

Map Location

805 WASHINGTON ST
OAKLAND CA

Record Details

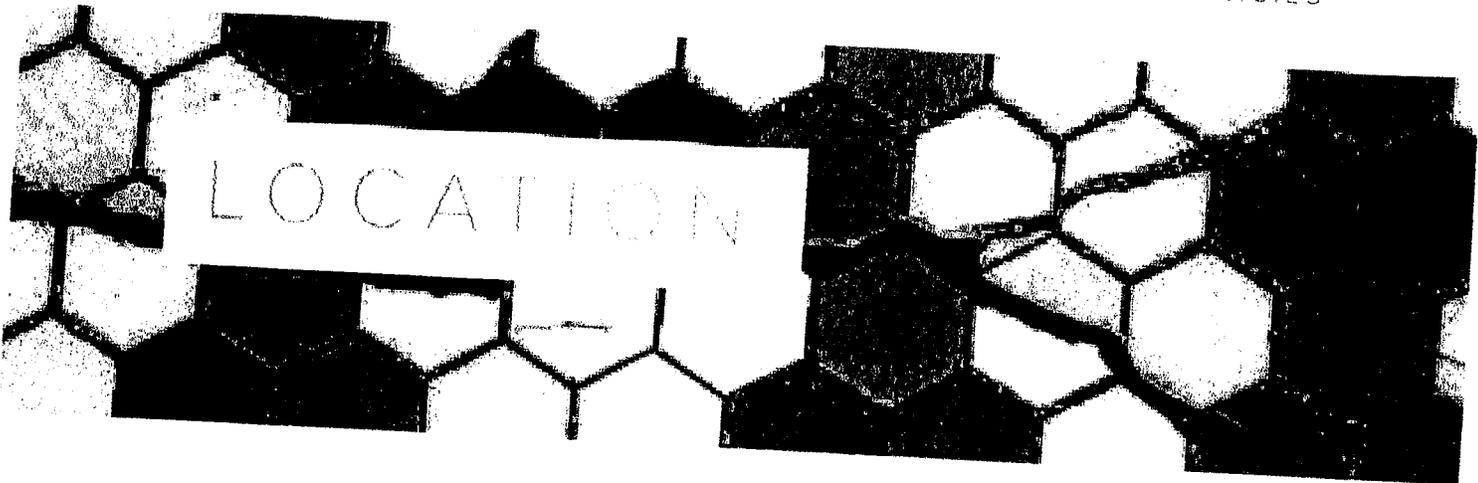
Project Description:

INSTALLATION OF FIRE ESCAPE LADDERS IN INTERIOR ROOMS

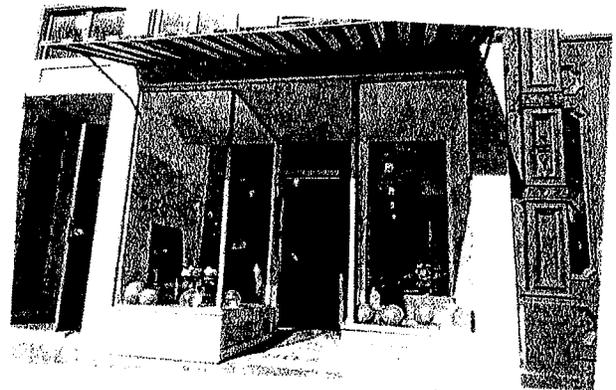
▼ **More Details**

☒ **Additional Information**

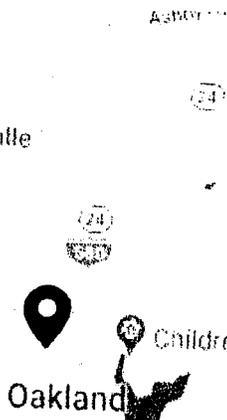
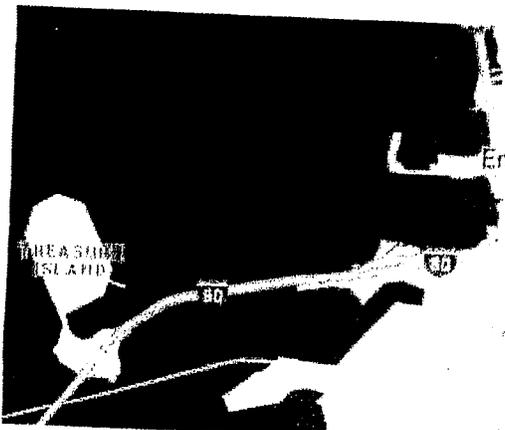




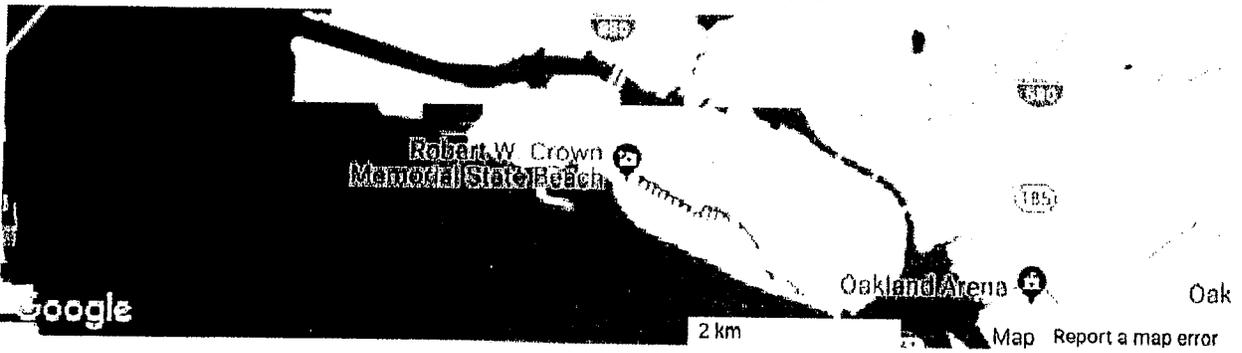
Welcome to Old Oakland! We are located in the lovely district known as Old Oakland, with many cafes, bars, and restaurants, as well as shopping located all around us. Parking is easy as there are five lots and metered parking. BART is two blocks away, as well as many bus stops.



Every Friday there is a farmers market right outside our front door, which carries local produce from a variety of food vendors.



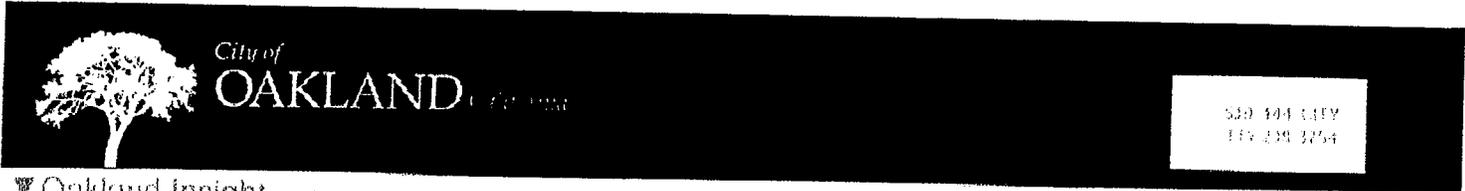
807



ADDRESS

807 Washington St
Oakland CA 94607

Walk-in or call-ins welcome



Oakland Insight

City of Oakland Online Access

Announcement Register for an Account Login

For best results, use one of the following browsers: Internet Explorer 11, Google Chrome 42, Firefox 36 or Safari 7.0.1

Global Search

Home Building Planning Enforcement Fire

[Apply for a Building Permit](#) [Search Building Records](#)

Search for Records

Enter information below to search for records.

- Site Address
- Contractor License Information
- Parcel Number
- Record Information
- Contact Information

Select the search type from the drop-down list.

General Search

[Search All Records](#)

Record Number: *Permit Number* Record Type: *--Select--* Record Status: *--Select--*

Filing Date (Start): Filing Date (End): *10/02/2019*

Street No.: *811 - To* Street Name: *Washington* Street Type: *ST*

Unit No.: Zip: Parcel No.:

License Type: *--Select--* State License Number:

First: Last:

Name of Business:

Search Clear

811

18 Record results matching your search results

Click any of the results below to view more details.

Showing 1-18 of 18 | Download results

File Date	Status	Record Number	Record Type	Address	Description	Action	Short Notes
09/25/2013	Permit Issued	OB130914	Building/Public Use/Activity/Obstructions	811 WASHINGTON ST, OAKLAND CA	Reserve meter W-4485 for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.		Reserve meter W-4485 for construction vehicle and porta potty in front of the building. No impact on traffic

Issue Date	Permit Status	Permit Number	Permit Description	Address	Notes	Additional Notes
09/10/2013	Permit Issued	OB130848	Building/Public Use/Activity/Obstructions	811 WASHINGTON ST, OAKLAND CA	Reserve meter W-4485 for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.	Reserve meter W-4485 for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.
09/26/2013	Permit Issued	OB130810	Building/Public Use/Activity/Obstructions	811 WASHINGTON ST, OAKLAND CA	Reserve meter W-4485 for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.	Reserve meter W-4485 for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.
08/13/2013	Permit Issued	OB130777	Building/Public Use/Activity/Obstructions	811 WASHINGTON ST, OAKLAND CA	Reserve meter W-4485 for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.	Reserve meter W-4485 for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.
07/15/2013	Permit Issued	OB130669	Building/Public Use/Activity/Obstructions	811 WASHINGTON ST, OAKLAND CA	Reserve meter W-4485 for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.	Reserve meter W-4485 for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.
06/12/2013	Permit Issued	OB130531	Building/Public Use/Activity/Obstructions	811 WASHINGTON ST, OAKLAND CA	Reserve meter parking for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.	Reserve meter parking for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.
05/14/2013	Permit Issued	OB130437	Building/Public Use/Activity/Obstructions	811 WASHINGTON ST, OAKLAND CA	Reserve 25ft of parking for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.	Reserve 25ft of parking for construction vehicle and porta potty in front of the building. No impact on traffic lane or sidewalk allowed.
04/11/2013	Permit Issued	OB130347	Building/Public Use/Activity/Obstructions	811 WASHINGTON ST, OAKLAND CA	Reserve metered space(s) for dumpster. No impact on traffic lane or sidewalk allowed.	Reserve metered space(s) for dumpster. No impact on traffic lane or sidewalk allowed.
03/21/2013	Permit Issued	E1300853	Building/Non-Residential/Electrical/Alteration	811 WASHINGTON ST, OAKLAND CA	T.I. to convert office to a new bar. Health approval on plans. electrical	T.I. to convert office to a new bar. Health approval on plans. electrical
03/21/2013	Final	P1300677	Building/Non-Residential/Plumbing/Alteration	811 WASHINGTON ST, OAKLAND CA	T.I. to convert office to a new bar. Health approval on plans. plumbing	T.I. to convert office to a new bar. Health approval on plans. plumbing
03/21/2013	Final	M1300515	Building/Non-Residential/Mechanical/Alteration	811 WASHINGTON ST, OAKLAND CA	T.I. to convert office to a new bar. Health approval on plans. mechanical	TILL 3/13/14 BY TCL SYK
03/09/2013	Permit Issued	OB130207	Building/Public Use/Activity/Obstructions	811 WASHINGTON ST, OAKLAND CA	Reserve metered space(s) for dumpster. No impact on traffic lane or sidewalk allowed.	Reserve metered space(s) for dumpster. No impact on traffic lane or sidewalk allowed.
02/14/2013	Expired	AMR130065	Building/Residential/Alternate Method Request/NA	811 WASHINGTON ST, OAKLAND CA	Install Fire Sprinkler Deluge system along back alley as mitigation of fire rated walls and openings of the existing exterior walls	Install Fire Sprinkler Deluge system along back alley as mitigation of fire rated walls and openings of the existing exterior walls
11/27/2012	Permit Issued	B1204053	Building/Non-Residential/Building/Alteration	811 WASHINGTON ST, OAKLAND CA	T.I. to convert office to a new bar. Health approval on plans.	T.I. to convert office to a new bar. Health approval on plans.
11/27/2012	Permit Issued	OB121095	Building/Public Use/Activity/Obstructions	811 WASHINGTON ST, OAKLAND CA	Reserve metered space(s) for construction vehicle(s). Work related to: B1204053. No impact on traffic lane or sidewalk allowed.	Reserve metered space(s) for construction vehicle(s). Work related to: B1204053. No impact on traffic lane or sidewalk allowed.
11/27/2012	Expired	B1204054	Building/Non-Residential/Building/Alteration	811 WASHINGTON ST, OAKLAND CA	Interior soft demo prior to T.I. (B1204053)	Interior soft demo prior to T.I. (B1204053)
08/05/2010	Expired	B1003008	Building/Non-Residential/Building/Alteration	811 WASHINGTON ST, OAKLAND CA	Retrofit of sidewalk structural slab. HOLD Final: ENMJ required for basement in public right-of-way.	Retrofit of sidewalk structural slab. HOLD Final: ENMJ required for basement in public right-of-way.
12/14/2006	Expired	B0605479	Building/Non-Residential/Building/Alteration	811 WASHINGTON ST, OAKLAND CA	Upgrade sidewalk vaults prior to sidewalk	Upgrade sidewalk vaults prior to sidewalk upgrades.

upgrades. **Shared plans
with 80605480**

**Shared plans with
80605480**





310-444-CITY
TTY: 248-1254

Oakland Insight

City of Oakland Online Access

Announcement Register for an Account Login

For best results, use one of the following browsers: Internet Explorer 11, Google Chrome 42, or Mozilla Firefox 35.0

Home Building Planning Enforcement Fire

Global Search

[Apply for a Building Permit](#) [Search Building Records](#)

Search for Records

Enter information below to search for records.

- Site Address
- Contractor License Information
- Parcel Number
- Record Information
- Contact Information

Select the search type from the drop-down list.

General Search

Record Number: *Permit Number* Record Type: --Select-- Record Status: --Select--

Filing Date (Start): 10/01/2009 Filing Date (End): 10/02/2019

Street No.: 815 - 70 Street Name: washington Street Type: ST

Unit No.: Zip: Parcel No.:

License Type: --Select-- State License Number:

First: Last:

Name of Business:

815

6 Record results matching your search results

Click any of the results below to view more details.

Showing 1-6 of 6 | [Download results](#)

<input type="checkbox"/>	File Date	Status	Record Number	Record Type	Address	Description	Action	Short Notes
<input type="checkbox"/>	02/07/2019	Final	P1900249	Non-Residential Plumbing - Alteration	815 WASHINGTON ST, Oakland CA	Replace sink & water heater for Poke Life East		
<input type="checkbox"/>	02/07/2019	Final	E1900426	Non-Residential Electrical - Alteration	815 WASHINGTON ST, Oakland CA	Add 3 receptacles & reach-in refrigerator for Poke Life East		

Accela Citizen Access

02/11/2016	Expired	OB1600161	Obstruction	815 WASHINGTON ST, Oakland CA	Reserve 20 METERED parking space(s) in front of parcels, 7 along both sides of WASHINGTON ST near 9TH ST, 7 along both sides of 9TH ST near WASHINGTON ST, and 6 along 8TH ST near WASHINGTON ST only for filming, approved by the Oakland Film Office. No impact on traffic lane or sidewalk allowed. No parking signs picked up by applicant after payment. 4th FLOOR. To Have Illegally Parked Vehicle Ticketed Call 510-777-3333. Applicant arranges towing. Comply with terms set forth in CVC Section 22651 (m). For Towed Vehicle: Call 510-238-3021. Contact: 415 505-7400
01/18/2012	Final	P1200187	Building/Non-Residential/Plumbing/Alteration	815 WASHINGTON ST, #B, OAKLAND CA	Install sinks in existing cafe.
11/23/2009	Final	P0902452	Building/Non-Residential/Plumbing/Alteration	815 WASHINGTON ST, OAKLAND CA	Install sink & update restroom for Oaksterdam Tatto shop.
10/30/2009	Final	B0903872	Building/Non-Residential/Building/Alteration	815 WASHINGTON ST, OAKLAND CA	T.I. to establish Oaksterdam Tattoo shop. Install partitions Abate 0906385. ZC091969



Find tacos, cheap dinner, Max's

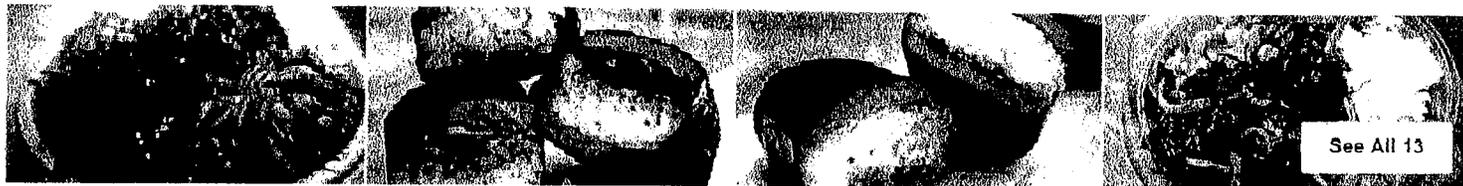
Near Oakland, CA 94607

LOG IN

Sign Up

- Restaurants
- Home Services
- Auto Services
- More

Write a Review For Businesses



Poke Life

Claimed

★★★★☆ 7 reviews

Poke, Hawaiian Edit

- Write a Review
- Add Photo
- Share
- Save

Location & Hours

815B Washington St
Oakland, CA 94607

Get directions

Mon	11:00 am - 4:00 pm
Tue	11:00 am - 4:00 pm
Wed	11:00 am - 4:00 pm <small>Open now</small>
Thu	11:00 am - 4:00 pm
Fri	11:00 am - 4:00 pm
Sat	Closed
Sun	Closed

Edit business info

Order Food

- Delivery
- Takeout

\$2.99+ fee • \$0 min • 30-40 mins

Delivery Address

Enter delivery address

Pokelifeoak.com

(510) 250-9570

Get Directions
815B Washington St
Oakland, CA 94607

View Menu

Other Hawaiian Nearby Sponsored

Wiki Wiki Hawaiian BBQ
★★★★☆ 237 reviews
4.5 miles away from Poke Life
Olivia C. said "So I've never had spam musubi. I know, how is that possible?! So my coworker willingly walked with me to go to Wiki Wiki so I could finally try it. When we walked in, I was faced with a huge menu. What made it even harder was that..." read more
in Fast Food, Hawaiian, Barbeque

Poki Poke
★★★★☆ 154 reviews
4.9 miles away from Poke Life
Tosh G. said "I work across the street from Poki Poke never tried it but went in today for my hubby and he loved his food he wanted a California roll and was told by nice guy working there that he would love this more and he did kudos to you and..." read more
in Hawaiian, Poke

You Might Also Consider Sponsored

Panera Bread
2.1 miles
Vi T. said "This place really isn't as awful as a lot of the reviews make it out to be. I..." read more

La Mediterranee
1190 reviews
4.1 miles
Alex R. said "I went here on a date with my girlfriend, and we were expecting bad service after..." read more

Known For

- Delivery Yes
- Take-out Yes
- Has TV Yes

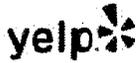
Find tacos, cheap dinner, Max's

Near Los Angeles, CA 90046

Log In Sign Up

- Restaurants
- Home Services
- Auto Services
- More

Write a Review For Businesses



Posh Polish Claimed

288 reviews [Details](#)

Share

\$\$ · Nail Salons [Edit](#)

815 Washington St
Oakland, CA 94607
b/t 9th St & 8th St
Old Oakland

Get Directions
(510) 832-7674
Send to your Phone



See all 177 photos



"If you're in a rush, Lan and Ti (sorry for the spelling - it's pronounced 'Tea') do a great job, a lot faster." in 21 reviews



"I'm always greeted with a smile and on top of that, I absolutely love the way they do my gel manicure and my pedicure!!" in 70 reviews



"Quyen was my manicurist and always did my nails until she went on maternity." in 3 reviews

Today 10:00 am - 7:00 pm Open now

Services

Price range Moderate

Hours

Mon	10:00 am - 7:00 pm
Tue	10:00 am - 7:00 pm
Wed	10:00 am - 7:00 pm Open now
Thu	10:00 am - 7:00 pm
Fri	10:00 am - 7:00 pm
Sat	10:00 am - 7:00 pm
Sun	Closed

[Edit business info](#)

More business info

- Accepts Credit Cards **Yes**
- Accepts Apple Pay **No**
- Accepts Google Pay **No**
- Parking **Street**
- Bike Parking **Yes**
- Noise Level **Average**
- By Appointment Only **No**
- Gender Neutral Restrooms **Yes**

Suzanne T. First to review

You Might Also Consider Sponsored



Simply Green Day Spa

339 reviews

1.5 miles away from Posh Polish

Holli G. said "I went here for the first time last weekend. My bf took me to get my nails done and surprised me with a massage. The massage: I was paired with a woman, Sandy. At first I was a little worried that she would not provide me with a..." [read more](#) in Day Spas, Skin Care, Nail Salons



California Dermatology Care

206 reviews

Gt T. said "*****UPDATED REVIEW***** So one year after my first review, I would like to update it (AGAIN). I would like to re-update my review of Dr. Ting's office. About a week ago, I updated a review from 5 stars to 3 and mentioned my..." [read more](#) in Cosmetic Surgeons, Skin Care, Dermatologists

Ask the Community

Got a question about Posh Polish? Ask the Yelp community!

See 1 question for Posh Polish

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Update Results



CITY OF OAKLAND

Record Detail with Comments

Record ID: [1603760](#)

Description: ANNUAL DEEMED APPROVED INSPECTION: OLD OAKLAND HOTEL.CONTACT: MGR. 510-839-9021

APN: 001 020302700

Address: 801 WASHINGTON ST

Unit #:

Date Opened: 9/29/2016

Record Status: Referred

Record Status Date: 1/4/2018

Job Value: \$0.00

Requestor:

:

Business Name:

License #:

Comment Date	Commenter	Comment
10/7/2016 12:15:05 PM	SBROWN	OWNERSHIP VERIFIED THROUGH COUNTY ASSESSOR, NOTICE OF INSPECTION MAILED REG & CERT WITH INSPECTION DATE 01/05/2017 CERT 7015 0640 0003 5386 4215
8/14/2017 9:54:11 AM	WLOO	10/05/17 - spoke to manager, Daniel, 839-9021; he said the hotel is SRO; most rooms are more than 28 days; there are some less; he said the owner thought the hotel is exempted from the program. wloo

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information via the Internet, 24 hours a
day - <https://aca.accela.com/oakland>



Office of Planning and Building

Oakland Housing Code, Sec. H-206

APPLICATION FOR REPORT OF RESIDENTIAL BUILDING RECORD (3-R Report)

FOR CITY USE ONLY

Address of Subject Property: 801-815 Washington Street Drive Way OAKLAND

Name of Applicant: Alta V. Walters

Mailing Address of Applicant: 653 11th Street

Oakland, CA 94607

Name and address of Owner (if different from above): Santelia Johnson

Date Completed 5/9/01

Expiration Date 8/9/01

Completed by S.M. Buggs

1 KITCHEN IN RETAIL LEVEL RESTAURANT

Total number of HABITABLE buildings on premises: 2 Total number of ACCESSORY buildings on premises: 0

Existing BASEMENT or CELLAR? yes no Habitable BASEMENT or CELLAR? yes no

Existing ATTIC? yes no Habitable ATTIC? yes no

Number of STORIES: 3 Construction Material: Wood frame Block Steel brick

Owner-occupied? yes no

Number of dwelling UNITS or APARTMENTS: _____ Number of HOUSEKEEPING units: _____ Number of HOTEL/Guest rooms: 38

Number of KITCHENS: 1* Total number of HABITABLE ROOMS (excluding bath, toilet, laundry, utility rooms and closets): 38 SRO

I certify that I am the APPLICANT named hereto, that I have familiarized myself with the residential building with respect to preparing and filing this application, that the answers herein contained are in all respects true and accurate to the best of my knowledge and belief, and that they may not correlate with the City's official records as recorded below.

Signature of Applicant: [Signature] Date: 4/12/01 Telephone: (510) 834-8750

REPORT OF RESIDENTIAL BUILDING RECORD

This is NOT to be construed that said residential building complies with all applicable laws of the City and only sets forth the report as of the date completed shown above.

Zone District: C-52 Date of original building construction: APPROX. 1880 Building type: VN

Original OCCUPANCY or USE: 3Story rooming house and commercial space

Plans on file? no yes SFD? no yes Cert. of Occupancy issued? no yes Date _____ Number _____

Total number of HABITABLE BUILDINGS: 1 Total number of ACCESSORY BUILDINGS: _____ Total number of HABITABLE ROOMS: 31 Total number of UNITS or APARTMENTS: _____

Building related PERMITS ISSUED:	Permit #	Date	CONDITIONS/VARIANCES:	Date
Remodel store front	A2358n	5/22/25		
Reroof	A15551	4/22/26		
Build stairs to the roof	A36745	12/21/28		
Interior repairs	A71237	2/19/38		
Alterations to store	A73964	8/27/38		
Change back steps and landing	A74344	9/17/38		

Present AUTHORIZED OCCUPANCY or USE (insofar as ascertainable from existing City records): 3Story hotel and 31 rooms and commercial space

This Report of Residential Building Record shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions or requirements of any laws or ordinances of the City of Oakland, nor shall such issuance thereafter prevent requiring corrections of errors, violations, or any applicable law or ordinance of the City of Oakland. This report contains information insofar as ascertainable from City records. It shall be unlawful for the owner or authorized agent of the owner, to sell this residential building without first delivering to the buyer this Report of Residential Building Record prior to the consummation of sale.

May 9, 2001

[Signature]
Authorized Signatory City of Oakland
Buggs

Date: 04/12/01 Amt Paid: \$100.00
By: ANL Register R03 Receipt# 056555

Report of Residential Building Record (3R)

Address: 801-815 WASHINGTON ST.

Building related PERMITS ISSUED:

<u>Building related PERMITS ISSUED:</u>	<u>Permit #</u>	<u>Permit Date</u>
Misc. repairs to store	A75631	12/15/38
Alterations to store	A78443	6/14/39
Interior alterations	A79021	7/31/39
Alterations to rear of store	A88238	8/28/39
Alterations to store front	A84206	4/20/40
Remove/replace floor and joists	A86119	8/8/40
Alterations to interior	A92292	1/28/42
Remove/replace fireescapes	B12625	1/20/48
Change rear exit doors	B29546	1/27/50
Alterations to store	B71497	4/1/58
Addition to fireescape	B83831	3/29/60-
Alterations and repairs per Housing	C3958	3/18/63
Alterations and repairs to convert to hotel and stores	C19338	3/19/65
Install fire stops 2nd & 3rd floors	C87360	8/3/77
Alterations to relocate restaurant	D21476	9/10/81
Renovations to 2nd & 3rd floor	D44201	11/1/88
Installation fireescap ladders	B8901218	5/3/89
Repair stairs	B9203616	3/19/93-CAN
Complete B9203616	B9300877	9/8/93
Fire repairs	B9403931	5/18/95
Interior alterations	B9502762	5/15/96
Seismic upgrades	B9404716	5/18/95

End of Report

May 9, 2001

Date

Authorized Signature, City of Oakland
Sequonite M. Buggs

Attachment B

City of Oakland = Lenior Call at 3:00pm Fw: APL19023; 801-805 Washington

Paula Eng <paulaeng@hotmail.com>

Wed 1/20/2021 5:23 PM

To: Lenoir, Brittany <BLenoir@oaklandca.gov>

Cc: Kai Eng <kai4004@att.net>; Paula Eng <paulaeng@hotmail.com>

 1 attachments (3 MB)

TOT Tax December 2020 Paid For Hotel .jpg;

Dear Brittany Lenoir,

Please find the notes from our call today and the most recent Transit Occupancy Tax bill paid . The Old Oakland Hotel is run as a daily to weekly hotel and has always been run this way longer than 2016 as asked below.

- How long have you been owners of the Old Oakland Hotel? Year 2000
- How many rooms does the Old Oakland Hotel have? 20 rooms = 18 used as hotel rooms 1= office and 1=storage -no windows fire department does not allow
- Do any of these rooms have kitchens/kitchenettes? None
- Shared bathrooms 5 bathrooms total -shared
- Do you partner with programs or organizations to house people in need? BACS and City Team
- If so, when did this start, what organization(s) do you partner with, how many rooms are reserved for this, and how long do people usually stay? City Team since 2000 across the street and BACS in 2018 but not currently for the year 2020 or now - none currently
- Do you have any long-term residents (1+ years)? None If so, how many rooms are being used for long-term residents?
- How many residents usually stay for longer than 30 days? None
- Is the Old Oakland Hotel currently operating the same as it was in December 2016? Yes as a hotel If no, what has changed since then? Yes the hotel operates as a hotel since December 2016 and since 2000 when we purchased place, it is a hotel with 1 day to 2 week stays only.

Please know the transit tax report from City of Oakland Employee Carlos Figueroa showing TOT= Transit Occupancy Tax paid from 11/4/2011 to 9/11/2019 when we submitted with the Appeal Form submitted October 4, 2019 . We have always paid TOT = Transit Occupancy Tax for a long time even longer than 2011 . The Transit Occupancy Tax is paid by hotels. Transit Tax is still paid to this date. Please find the most recent TOT Transit Occupancy Tax bill paid recently for December 2020.

Contact us with any other questions.

Keep safe.

Sincerely,

Kai Eng
Pamela Eng
Paula Eng
cell 415-828-5904

From: Lenoir, Brittany <BLenoir@oaklandca.gov>
Sent: Monday, January 4, 2021 1:24 PM
To: Paula Eng <paulaeng@hotmail.com>; Kai Eng <kai4004@att.net>
Cc: Branson, Michael <MBranson@oaklandcityattorney.org>
Subject: Re: APL19023; 801-805 Washington

Hello Paula and Kai,
Thank you for your prompt response. I will call you on Friday at the number you provided below. Below are some questions I would like to discuss on Friday:

- How long have you been owners of the Old Oakland Hotel?
- How many rooms does the Old Oakland Hotel have? Do any of these rooms have kitchens/kitchenettes?
- Do you partner with programs or organizations to house people in need? If so, when did this start, what organization(s) do you partner with, how many rooms are reserved for this, and how long do people usually stay?
- Do you have any long-term residents (1+ years)? If so, how many rooms are being used for long-term residents?
- How many residents usually stay for longer than 30 days?
- Is the Old Oakland Hotel currently operating the same as it was in December 2016? If no, what has changed since then?

If I think of any other questions before our call on Friday, I will send them over as soon as possible. Please let me know if you have any questions for me prior to our phone call.

Thank you,

Brittany Lenoir, Planner II | City of Oakland | Bureau of Planning | [250 Frank H. Ogawa, Suite 2114 | Oakland, CA 94612](#) |
Phone: [\(510\) 238-4977](tel:(510)238-4977) | Fax: [\(510\) 238-4730](tel:(510)238-4730) | Email: blenoir@oaklandca.gov | Website: www.oaklandca.gov/services/planning-and-building-index/planning-and-zoning

From: Paula Eng <paulaeng@hotmail.com>
Sent: Saturday, January 2, 2021 9:59 PM
To: Lenoir, Brittany <BLenoir@oaklandca.gov>; Kai Eng <kai4004@att.net>
Cc: Branson, Michael <MBranson@oaklandcityattorney.org>
Subject: Re: APL19023; 801-805 Washington

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Dear Brittany,

Friday January 8, 2020 at 3 pm to 4 pm.

Please send the questions you have so we make sure we gather any information you need.

Do we call you Friday or do you call us, please let us know what you prefer ?
Happy New Year.

Sincerely,

Paula and Kai Eng
cell 415-828-5904

From: Lenoir, Brittany <BLenoir@oaklandca.gov>
Sent: Thursday, December 31, 2020 4:35 PM
To: Paula Eng <paulaeng@hotmail.com>; Kai Eng <kai4004@att.net>
Cc: Branson, Michael <MBranson@oaklandcityattorney.org>
Subject: APL19023; 801-805 Washington

Hi Paula,

At the Planning Commission meeting in June the Commissioners requested that I do a site visit to understand the operations at the Old Oakland Hotel. Due to the COVID-19 pandemic and resulting Shelter in Place Order I am not sure that is the most appropriate route to take currently. Because of this I was reaching out to you to see if we could instead set up a phone call or Zoom meeting next week to discuss how Old Oakland Hotel is currently operating, how it has operated in the past, and what the Residential Hotel Regulations mean for this hotel. Below are times I would be available, please let me know if any of these days work with your schedule and whether you would prefer a phone call or virtual meeting on Zoom:

- Monday, January 4 from 1-2pm or 3:30-4:00pm
- Tuesday, January 5 from 3-4pm
- Thursday, January 7 from 9-10am
- Friday, January 8 from 9-10am or 3-4pm

Happy New Year's Eve,
Brittany

Brittany Lenoir, Planner II | City of Oakland | Bureau of Planning | [250 Frank H. Ogawa, Suite 2114 | Oakland, CA 94612](#) |
Phone: [\(510\) 238-4977](tel:(510)238-4977) | Fax: [\(510\) 238-4730](tel:(510)238-4730) | Email: blenoir@oaklandca.gov | Website: www.oaklandca.gov/services/planning-and-building-index/planning-and-zoning

Attachment C

reception window for guest check-in



first-floor hallway from front lobby



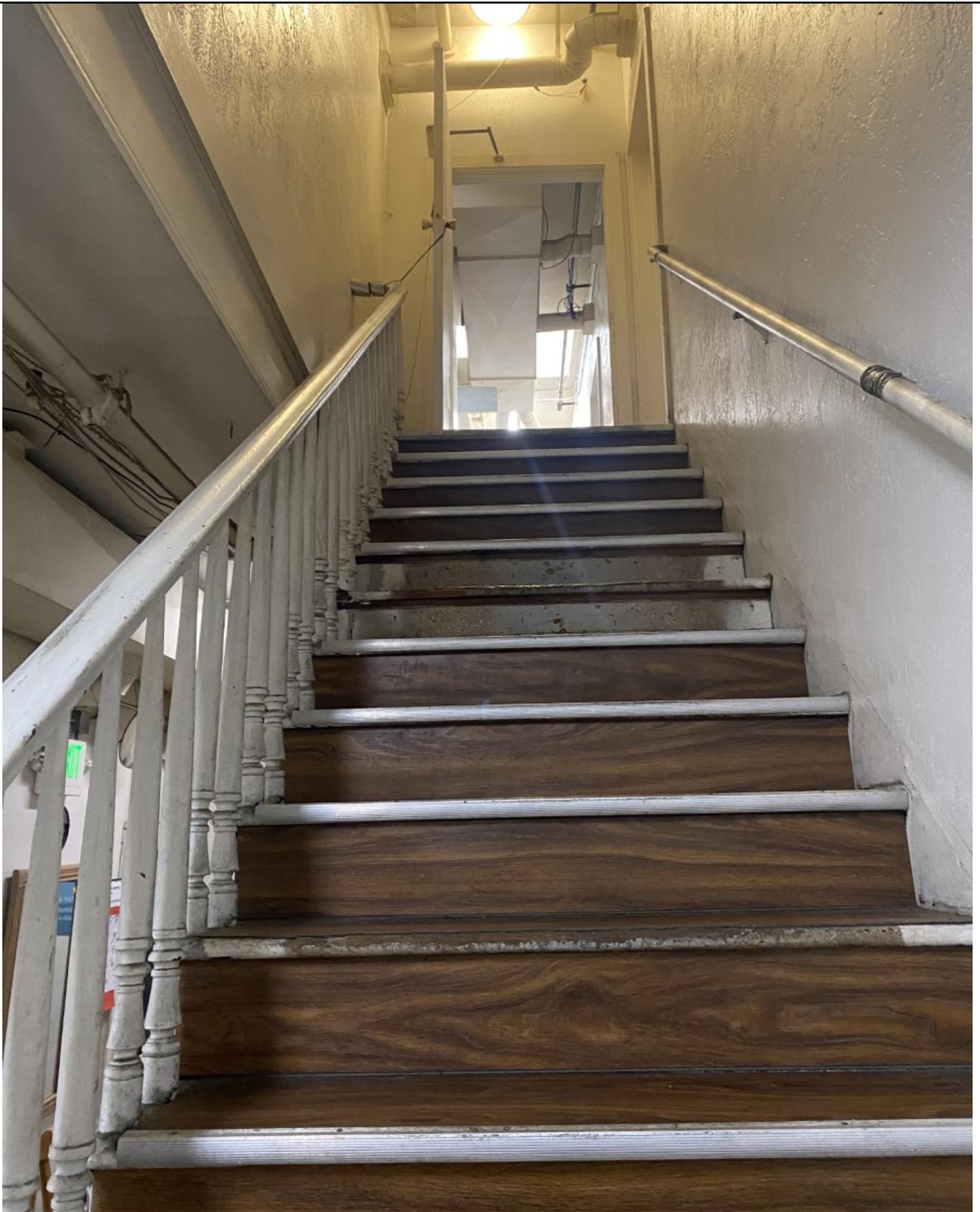
second-floor hallway



stairs to the third floor



stairs from the second to third floor



third floor hallway



Bathroom #1



Bathroom #2



Bathroom #3



Bathroom #4



Bathroom #5



Room #1



Room #2



Room #3

